

## **EXHIBIT 2**



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2222-CC05133 - ANGELA MARLETT V THE HERTZ CORPORATION ET AL (E-CASE)

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- 08/01/2022 ☐ [Answer Filed](#)  
DEFENDANT THE HERTZ CORPORATION'S SEPARATE ANSWER; ELECTRONIC FILING CERTIFICATE OF SERVICE  
**Filed By:** STEVEN JAMES HUGHES  
**On Behalf Of:** THE HERTZ CORPORATION
- ☐ [Entry of Appearance Filed](#)  
ENTRY OF APPEARANCE on behalf of defendant The Hertz Corporation; Electronic Filing Certificate of Service.  
**Filed By:** STEVEN JAMES HUGHES
- 07/25/2022 ☐ [Certificate of Service](#)
- 07/14/2022 ☐ [Summons Req-Serv by Mail](#)  
Ntc. Serv-Mail; SMNS-Hertz.  
**Filed By:** DAVID KARL SIMKINS  
**On Behalf Of:** ANGELA MARLETT
- 07/08/2022 ☐ [Jury Trial Scheduled](#)  
**Scheduled For:** 12/05/2022; 9:00 AM ; MICHAEL FRANCIS STELZER; City of St. Louis
- 07/05/2022 ☐ [Corporation Served](#)  
Document ID - 22-SMCC-5976; Served To - THE HERTZ CORPORATION; Server - ; Served Date - 30-JUN-22; Served Time - 00:00:00; Service Type - Special Process Server; Reason Description - Served
- ☐ [Notice of Service](#)  
Return of Service - Hertz.  
**Filed By:** DAVID KARL SIMKINS  
**On Behalf Of:** ANGELA MARLETT
- 06/27/2022 ☐ [Summons Issued-Circuit](#)  
Document ID: 22-SMCC-5978, for NATIONWIDE MUTUAL INSURANCE COMPANY.
- ☐ [Summons Issued-Circuit](#)  
Document ID: 22-SMCC-5977, for ACE AMERICAN INSURANCE COMPANY.
- ☐ [Summons Issued-Circuit](#)  
Document ID: 22-SMCC-5976, for THE HERTZ CORPORATION.
- ☐ [Confid Filing Info Sheet Filed](#)  
**Filed By:** DAVID KARL SIMKINS

☐ [Request Filed](#)

SMNS REQ - Nationwide.

**Filed By:** DAVID KARL SIMKINS

**On Behalf Of:** ANGELA MARLETT

☐ [Request Filed](#)

SMNS REQ - Ace.

**Filed By:** DAVID KARL SIMKINS

☐ [Request Filed](#)

SMNS REQ - Hertz.

**Filed By:** DAVID KARL SIMKINS

☐ [Pet Filed in Circuit Ct](#)

Petition; Ex.A - Hertz Rental Agreement; Ex.B- Ace American Policy; Ex.C- Nationwide Policy.

**Filed By:** DAVID KARL SIMKINS

☐ **Judge Assigned**

**IN THE CIRCUIT COURT OF ST. LOUIS CITY  
STATE OF MISSOURI**

ANGELA MARLETT,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Cause No:
	)	
THE HERTZ CORPORATION	)	Division:
<b>Serve: CT Corporation System</b>	)	
<b>120 South Central Avenue</b>	)	
<b>Clayton, MO 63105,</b>	)	
	)	
and	)	
	)	
ACE AMERICAN INSURANCE COMPANY	)	
<b>Serve: Director of Insurance</b>	)	
<b>301 West High Street, Room 530</b>	)	
<b>Jefferson City, MO 65101,</b>	)	
	)	
and	)	
Defendant,	)	
	)	
NATIONWIDE MUTUAL INSURANCE CO.	)	
<b>Serve: Director of Insurance</b>	)	
<b>301 West High Street, Room 530</b>	)	
<b>Jefferson City, MO 65101,</b>	)	
	)	
Defendant.	)	

**PETITION**

COMES NOW Plaintiff Angela Marlett, and for her cause of action against Defendants The Hertz Corporation, Ace American Insurance Company and Nationwide Mutual Insurance Company in the above captioned case, states as follows:

**ALLEGATIONS COMMON TO ALL COUNTS**

1. Plaintiff Angela Marlett is an individual citizen of the State of Missouri.
2. Defendant The Hertz Corporation (hereinafter "Hertz") is licensed and engaged



in the business of renting cars and selling or providing insurance/supplemental injury protection to renters, particularly with respect to automobile bodily injury and liability throughout the State of Missouri, with offices in the State of Missouri.

3. Defendant Nationwide Mutual Insurance Company (hereinafter “Nationwide”) is an insurance company licensed and engaged in the business of selling insurance, and particularly automobile bodily injury and liability insurance and uninsured motorist bodily injury insurance, throughout the State of Missouri.

4. Defendant Ace American Insurance Company (hereinafter “Ace”) is an insurance company licensed and engaged in the business of selling insurance, and particularly automobile bodily injury and liability insurance and uninsured motorist bodily injury insurance, throughout the State of Missouri, with offices in the State of Missouri.

5. Plaintiff rented a vehicle from Hertz in May of 2020. At the time she rented the vehicle, namely a 2019 Nissan Sentra, she purchased \$1,000,000 of supplemental Liability insurance from Defendant Hertz that would cover her for bodily injury in the event of an accident.

6. The rental agreement between Hertz and Plaintiff is attached as **Exhibit A**.

7. Also in May of 2020, Plaintiff entered into an insurance agreement with Ace to provide \$1,000,000 in coverage for bodily injury.

8. A copy of the insurance agreement between Ace and Plaintiff is attached hereto as **Exhibit B**.

9. As of May 23, 2020, Plaintiff was insured under a policy of insurance with Nationwide providing \$500,000 of Uninsured Motorist Coverage.

10. A copy of the insurance agreement between Plaintiff and Nationwide is attached

hereto as **Exhibit C**.

11. The events described hereafter occurred in the City of St. Louis, State of Missouri.

12. On May 23, 2020, Plaintiff was operating a motor vehicle northbound on Euclid Avenue near its intersection with Carter Avenue, both well-traveled roads in St. Louis City.

13. At this time, an unknown individual (“Phantom Driver”), operating a motor vehicle southbound on Euclid crossed over into the northbound lane of Euclid and struck the vehicle Plaintiff was driving, causing a violent collision.

14. Phantom Driver left the scene of the collision and was never identified.

15. At all relevant times, Phantom Driver owed Plaintiff a duty to operate his or her vehicle in conformance with all laws, rules, and regulations governing motor vehicle safety and to otherwise operate his or her motor vehicle with the highest degree of care.

16. Phantom Driver was negligent, reckless, and careless in the operation of his or her motor vehicle in one or more of the following respects:

- a. Phantom Driver failed to keep a careful lookout ahead and laterally so as to see and discover other vehicles on the road, specifically including Plaintiff’s vehicle;
- b. Phantom Driver drove at an excessive speed for the conditions;
- c. Phantom Driver was distracted or inattentive while driving his or her vehicle;
- d. Phantom Driver failed to stop his or her vehicle, slacken speed, swerve or sound a warning in an attempt to avoid striking Plaintiff’s vehicle, when he or she could and should have done so in the exercise of the highest degree of care;
- e. Phantom Driver failed to keep his or her vehicle within the southbound lane of Euclid
- f. Phantom Driver otherwise allowed his or her vehicle to strike Plaintiff’s

vehicle.

17. As a direct and proximate result of the negligence and carelessness of Phantom Driver:

- a. Plaintiff sustained physical injuries to her neck and back, necessitating surgery and other, ongoing medical care and attention;
- b. Plaintiff suffered, suffers and, in the future will continue to suffer, great physical pain and mental anguish;
- c. Plaintiff suffered, suffers and, in the future, will continue to suffer physical limitations, which are permanent and progressive, and which impair and diminish her ability to perform normal activities and enjoy life; and
- d. Plaintiff was caused to incur medical expenses for medicines, doctors, x-rays, medical institutions, prescriptions and other medical care, and in the future will be required to expend further sums, the exact amount of which cannot be definitely ascertained at this time.
- e. Plaintiff's ability to work and to labor has been, is, and will in the future continue to be impaired and diminished, resulting in past, present, and future lost wages and income.

18. Pursuant to **Exhibit A**, Defendant Hertz was and is required to pay to Plaintiff the compensatory damages which Plaintiff was legally entitled to recover from the Phantom Driver, up to \$1,000,000, pursuant to Plaintiff's contract with Hertz.

19. Pursuant to **Exhibit B**, Defendant Ace was and is required to pay to Plaintiff the compensatory damages which Plaintiff was legally entitled to recover from the Phantom Driver, up to the limits of liability for uninsured motorist coverage stated in the declaration page for the Policy of up to \$1,000,000.

20. Pursuant to **Exhibit C**, Defendant Nationwide was and is required to pay to Plaintiff the compensatory damages which Plaintiff was legally entitled to recover from the Phantom Driver, up to the limits of liability for uninsured motorist coverage stated in the

declaration page for the Policy up to \$500,000.

21. Plaintiff complied with all the terms of the agreement with Defendant Hertz and complied with all the terms of the insurance policies from Ace and Nationwide.

22. Plaintiff has made demand for the coverages and/or liability protection on Defendants Hertz, Nationwide, and Ace by and through their agents.

23. Defendants Hertz, Nationwide, and Ace have failed to make the appropriate payments required by the applicable contract/policies for personal injury.

24. Plaintiff is legally entitled to recover compensatory damages from the Phantom Driver in an amount in excess of \$1,000,000.

25. Plaintiff, having complied with the terms of the contract/policies, is now entitled to recover damages from Defendants in an amount in excess of \$1,000,000.

26. Plaintiff has demanded payment from the Defendants for full damages owed under the Policies, but Defendants have failed and refused to pay the demanded amount.

**COUNT I**  
**(Breach of Uninsured Motorist Policy v. Nationwide)**

27. Plaintiff incorporates the allegations stated above in paragraphs 1 through 26 of this Petition as if fully restated in this paragraph.

28. The insurance policy between Plaintiff and Defendant Nationwide, (hereinafter “Nationwide Policy”) was, and is, a binding agreement between Plaintiff and Defendant.

29. Plaintiff has performed all conditions precedent to her right to enforce the Nationwide Policy against Defendant and to seek payment of the uninsured motorist coverage benefits under the Nationwide Policy.

30. Defendant was and is obligated by the Nationwide Policy to pay Plaintiff reasonable sum for her personal injuries.

31. Plaintiff has made written demand on Defendant for payment.

32. Defendant has breached the Nationwide Policy by failing and refusing to pay the demanded amount.

33. As a direct and proximate result of Defendant's breach of the Nationwide Policy, Plaintiff has suffered damages as set forth in paragraph 17 of this Petition.

WHEREFORE Plaintiff prays for judgment against Defendant Nationwide for a fair and reasonable sum in excess of \$100,000.00, or as otherwise proven at trial, together with her court costs, pre- and post-judgment interest at the statutory rate, and for such other and further relief as the Court deems just and proper based on the above-stated facts.

**COUNT II**  
**(Vexatious Refusal v. Nationwide)**

34. Plaintiff incorporates the allegations stated above in paragraphs 1 through 33 of this Petition as if fully restated in this paragraph.

35. The insurance policy between Plaintiff and Defendant Nationwide, was, and is, a binding agreement between Plaintiff and Defendant Nationwide.

36. Plaintiff satisfied all conditions precedent to her right to enforce the Policy against Defendant, including all conditions precedent to Plaintiff's right to payment of the amounts owed under the Policy for uninsured motorist coverage.

37. Plaintiff made a written demand on Defendant for payment of the amounts owed under the Policy for uninsured motorist coverage and provided Defendant with all the information it needed to determine that payment of those amounts was required, including but not limited to medical records which showed that Plaintiff's damages far exceeded the limits of the Policy.

38. Despite her demand, the fact that Plaintiff performed all conditions required

under the Nationwide Policy, and all the information provided, Defendant rejected Plaintiff's demand and refused to pay an appropriate amount under the Nationwide Policy.

39. Given the facts alleged above, Defendant had and has no reasonable cause or excuse for refusing to pay the amounts owed for uninsured motorist coverage under the Nationwide Policy.

40. Plaintiff has and will incur attorneys' fees in connection with this action.

41. Pursuant to Missouri Revised Statute 375.420 Plaintiff is entitled to penalties against Defendant Nationwide for Defendant's failure to pay the loss without reasonable cause or excuse.

WHEREFORE Plaintiff prays for judgment against Defendant Nationwide for a fair and reasonable sum of at least \$100,000.00, or as otherwise proven at trial, together with her court costs, pre- and post-judgment interest at the statutory rate, plus 20% of the first \$1,500.00 of the loss and 10% of the amount of the loss in excess of \$1,500.00, plus her reasonable attorneys' fees incurred in connection with this action, and for such other and further relief as the Court deems just and proper based on the above-stated facts.

**COUNT III**  
**(Breach of Contract v. Ace)**

42. Plaintiff incorporates the allegations stated above in paragraphs 1 through 41 of this Petition as if fully restated in this paragraph.

43. The insurance contract between Plaintiff and Defendant Ace (hereinafter "Ace Policy") was, and is, a binding agreement between Plaintiff and Defendant for Defendant to provide \$1,000,000 in liability coverage for Plaintiff's personal injuries.

44. Plaintiff has performed all conditions precedent to her right to enforce the Ace Policy against Defendant and to seek payment of the coverage benefits under the policy.

45. Defendant was, and is, obligated by the Ace Policy to pay Plaintiff a fair and reasonable amount up to the contractual limits of \$1,000,000.

46. Plaintiff has made written demand on Defendant's agent for payment.

47. Defendant has breached the Ace Policy by failing and refusing to pay the demanded amount.

48. As a direct and proximate result of Defendant's breach of the Ace Policy, Plaintiff has suffered damages in an amount of at least \$250,000, as set forth in paragraph 17 of this Petition.

WHEREFORE Plaintiff prays for judgment against Defendant Ace for a fair and reasonable sum of at least \$100,000.00, or as otherwise proven at trial, together with her court costs, pre- and post-judgment interest at the statutory rate, and for such other and further relief as the Court deems just and proper based on the above-stated facts.

**COUNT IV**  
**(Vexatious Refusal v. Ace)**

49. Plaintiff incorporates the allegations stated above in paragraphs 1 through 48 of this Petition as if fully restated in this paragraph.

50. The insurance policy between Plaintiff and Defendant Ace, was, and is, a binding agreement between Plaintiff and Defendant Ace.

51. Plaintiff satisfied all conditions precedent to her right to enforce the Ace Policy against Defendant, including all conditions precedent to Plaintiff's right to payment of the amounts owed under the policy for uninsured motorist coverage.

52. Plaintiff made a written demand on Defendant for payment of the amounts owed under the Ace Policy for uninsured motorist coverage and provided Defendant with all the information it needed to determine that payment of those amounts was required, including but

not limited to medical records which showed that Plaintiff's damages far exceeded the limits of the Ace Policy.

53. Despite her demand, the fact that Plaintiff performed all conditions required under the Ace Policy, and all the information provided, Defendant rejected Plaintiff's demand and refused to pay an appropriate amount under the Policy.

54. Given the facts alleged above, Defendant had and has no reasonable cause or excuse for refusing to pay the amounts owed for uninsured motorist coverage under the Ace Policy.

55. Plaintiff has and will incur attorneys' fees in connection with this action.

56. Pursuant to Missouri Revised Statute 375.420 Plaintiff is entitled to penalties against Defendant Ace for Defendant's failure to pay the loss without reasonable cause or excuse.

WHEREFORE Plaintiff prays for judgment against Defendant Ace for a fair and reasonable sum of at least \$100,000.00, or as otherwise proven at trial, together with her court costs, pre- and post-judgment interest at the statutory rate, plus 20% of the first \$1,500.00 of the loss and 10% of the amount of the loss in excess of \$1,500.00, plus her reasonable attorneys' fees incurred in connection with this action, and for such other and further relief as the Court deems just and proper based on the above-stated facts.

**COUNT V**  
**(Breach of Contract v. Hertz)**

57. Plaintiff incorporates the allegations stated above in paragraphs 1 through 56 of this Petition as if fully restated in this paragraph.

58. The insurance contract between Plaintiff and Defendant Hertz (hereinafter "Contract") was, and is, a binding agreement requiring Defendant to provide \$1,000,000 in



liability coverage for Plaintiff's personal injuries.

59. Plaintiff has performed all conditions precedent to her right to enforce the Contract against Defendant Hertz and to seek payment of the coverage benefits under the Contract.

60. Defendant was, and is, obligated by the Contract to pay Plaintiff a fair and reasonable amount for Plaintiff's injuries up to the contractual limits of \$1,000,000.

61. Plaintiff has made written demand on Defendant's agent for payment.

62. Defendant has breached the Contract by failing and refusing to pay the demanded amount.

63. As a direct and proximate result of Defendant's breach of the Contract, Plaintiff has suffered damages in an amount of at least \$250,000, as set forth in paragraph 17 of this Petition.

WHEREFORE Plaintiff prays for judgment against Defendant Hertz for a fair and reasonable sum of at least \$100,000.00, or as otherwise proven at trial, together with her court costs, pre- and post-judgment interest at the statutory rate, and for such other and further relief as the Court deems just and proper based on the above-stated facts.

COFMAN TOWNSLEY, LLP

By: /s/ David Simkins  
 David Simkins, #44509  
 200 S. Hanley Road, Suite  
 1070 St. Louis, Missouri  
 63105 314.621.2005  
 314.621.3118 (facsimile)  
 dsimkins@cofmantownsley.com  
*Attorney for Plaintiff*

ALBERT MORGAN

Vehicle: 2019 SENTRA

License: FL GHLB57

2@ \$ 22.54 per day T \$ 45.08

\*Includes Unlimited Miles

### Additional Products

Loss Dmg Wvr Accepted @ \$ 26.99 per day \$ 53.98

LIS Accepted @ \$ 17.11 per day \$ 34.22

Prem Road Serv Accepted @ \$ 8.99 per day T \$ 17.98

AAO Total T \$ 54.00

Frequent Flyer Surcharge \$ .00

Fuel Purchase Option Accepted T \$ 19.92

You pre-purchased a full tank and may return at any fuel level.

### Service Charges/Taxes

VEHICLE LICENSING COST RECOVERY 6.12 % T \$ 2.76

ENERGY SURCHARGE T \$ 1.49

Tax 7.950 % On Est. Taxable Ttl \$ 141.23 \$ 11.22

### ADJUSTMENTS

CST SER \$ - 100.00

TOTAL ESTIMATED CHARGE \$ 140.65

Credit Card Authorization Amount \$ 341 .00

Rented by The Hertz Corporation

Vehicle: 02194 / 5072483 LocNum: MOSTP03 / 0542703

Miles Out: 21573 Plan: CNVD Class: C

Rental Location: ST PETERS EAST HLE

Rental Time: 05 / 20 / 20 at 946 AM

Return Location: ST PETERS EAST HLE

Return Time: 05 / 22 / 20 at 900 AM

Rental Extensions/Changes 1-800-654-4174

Emergency Road Service 1-800-654-5060

For Explanation of Charges: WWW.HERTZ.COM/CHARGEEXPLAINED

This estimate assumes you will rent and return at the locations and times indicated, and that you will not exceed any mileage limitations.

Rental Rate subject to increase if You return Car more than 24 hours before or 24 hours after scheduled Return Time. Late returns may be subject to extra hour and/or extra day charges.

Charges indicated as \*\*\*\* will be calculated at return.

Taxable charges are preceded by a "T".

528785526

Further information relating to Your rental charges, and other terms to which You agree, appear below.

FUEL & SERVICE CHARGES: YOU AGREE TO ACCEPT FUEL  
PURCHASE OPTION (FPO) AT \$ 19.92 PER RENTAL; NO CREDIT  
FOR FUEL IN CAR AT RETURN.  
YOU AGREE TO OPTIONAL SERVICES OF:  
PAI/PEC DECLINED  
OTHER FEES AND ASSESSMENTS:  
VEHICLE LICENSING COST RECOVERY 612 %  
TAX RATE - 7.950 % APPLIES TO ALL CHARGES MARKED T  
VLC RECOVERY INCLUDES MO PROPERTY TAX/TITLE/LICENSE  
FEE REIMB. + TAX.  
No "Additional Authorized Operators" Without Our Prior Written Approval.

CDP 1806667 - You Represent That You Are Specifically Authorized  
to Receive The Benefits Extended To Employees/Members Of  
NEXT JUMP INC  
Passenger Capacity: The Passenger Capacity Of This Vehicle Is  
Determined By The Number of Seatbelts And, By Law, Must Not Be  
Exceeded. While In The Vehicle, Please Fasten Your Seatbelt.  
It Saves Lives And It's The Law. Should You Require A Larger Vehicle,  
Please Check At The Counter For Availability.

- You Will Be Charged An Administrative Fee Along With Towing/Impound Expenses If The Car Must Be Towed As A Result Of Your Negligence.
- We prohibit smoking in all Vehicles. Cleaning fee will apply for violations.
- Excessive Mileage On A Repeat Basis May Result In Suspension Of Future Renting Privileges.
- You Are Required To Contact Us To Extend The Rental If The Car Will Not Be Returned By The Due Date On The Rental Record.
- RETURN CHANGE FEE of \$10 will be applied if You return the Car to a different location from that which was scheduled, or if you return more than 12 hours after the date and time previously scheduled, and You notify us of an extension of Your rental by the return date and time previously scheduled by calling 1-800-654-4174. If you do not notify us of such a change, the LATE RETURN FEE of up to \$15 per day, up to a maximum of five (5) days/\$75 will apply. These fees will be applied in addition to any increase in rate that may occur as a result of changing the drop off location or the timeframe of Your rental.

RES ID: J40237143D3 PLAN - OAUD3 CLASS - C  
PREPARED BY: 4782 / MOSTP03 PRINTED: 05 / 20 / 20 09 58

#### REFUELING OPTIONS

THE FOLLOWING APPLIES TO RENTALS FROM THIS LOCATION AND AMENDS AND SUPERSEDES SECTION 8. OF THE RENTAL AGREEMENT, RENTAL JACKET PORTION AND THE APPLICABLE REFUELING PROVISIONS OF GOLD AND PLATINUM PROGRAM TERMS:

#### 8. REFUELING OPTIONS

Most Hertz rentals come with a full tank of gas, but that is not always the case. There are three refueling options:

1. IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH AT LEAST AS MUCH FUEL AS WAS IN IT WHEN YOU RECEIVED IT, You will not pay Hertz a charge for fuel.

2. IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH LESS FUEL THAN WAS IN IT WHEN YOU RECEIVED IT, Hertz will charge You a Fuel and Service Charge at the applicable per-mile or per-gallon rate specified on the Rental Record.

a. The per-mile rate is used if You do not buy fuel during the rental.

To calculate this amount, Hertz multiplies the number of miles driven, as shown on the car's odometer, times the per-mile rate shown on the Rental Record.

b. The per-gallon rate is used if You buy fuel during the rental but the tank is not as full when You return the Car as when You received it. To calculate this amount, Hertz multiplies the number of gallons needed to refill the fuel tank to the level it was at when You received the Car, times the per-gallon rate.

ALTHOUGH TWO METHODS ARE USED FOR EASE OF CALCULATION, THE PER-MILE AND PER-GALLON RATES PRODUCE APPROXIMATELY THE SAME RESULT.

3. IF YOU CHOOSE TO PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL BY SELECTING THE FUEL PURCHASE OPTION, You will be charged as shown on the Rental Record for that purchase. IF YOU CHOOSE THIS OPTION, YOU WILL NOT INCUR AN ADDITIONAL FUEL AND SERVICE CHARGE, BUT YOU WILL NOT RECEIVE ANY CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN, except in the following cases:

a. For rentals in Hawaii, if You return the Car with a full tank of fuel, You will receive a credit for the amount previously charged for the purchase of fuel from Hertz.

b. For rentals other than Replacement Rentals, if You drive the Car 75 miles or less and return it with less than a full tank of fuel, You will receive credit for the amount previously charged for the purchase of fuel from Hertz and will be charged for the fuel used at the per-mile rate shown on the Rental Record, but only if this will reduce the amount You pay for fuel.

EXCEPT FOR RENTALS AS TO WHICH CLAUSE (a) OR (b) OF SUBPARAGRAPH (3) BECOMES APPLICABLE, THE PER GALLON COST OF THE FUEL PURCHASE OPTION WILL ALWAYS BE LOWER THAN THE FUEL AND SERVICE CHARGE. BUT IF YOU ELECT THE FUEL PURCHASE OPTION YOU WILL NOT RECEIVE CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN. THE COST OF REFUELING THE CAR YOURSELF AT A LOCAL SERVICE STATION WILL GENERALLY BE LOWER THAN THE FUEL AND SERVICE CHARGE OR THE FUEL PURCHASE OPTION. HOWEVER, THE FUEL AND SERVICE CHARGE AND THE FUEL PURCHASE OPTION ALLOW FOR THE CONVENIENCE OF NOT HAVING TO STOP AND REFUEL THE CAR PRIOR TO RETURN.

## IMPORTANT INFORMATION REGARDING TOLLS

You are responsible to pay all tolls. For your convenience, we offer PlatePass, an electronic toll payment system operated by PlatePass, L.L.C., for use on toll roads in the areas specified below.

\*\*\*\*\*

In the following areas all our vehicles (even without a windshield toll transponder) may use any cashless electronic toll lane: The entire States of FLORIDA, GEORGIA, COLORADO, NORTH CAROLINA AND TEXAS, in Seattle, the TACOMA NARROWS BRIDGE and the SR 520 BRIDGE

TO USE PLATEPASS IN THESE AREAS: pass through the cashless toll lane. You will be billed automatically as outlined below.

IF YOU DO NOT WISH TO USE PLATEPASS IN THESE AREAS, use only traditional cash toll lanes (if available) and make payment directly to the toll authority. In both video and transponder toll areas, pay all tolls with cash or your own toll transponder (where permitted) compatible to the toll road, and if your rental vehicle includes a transponder, make sure it remains fully enclosed within the shield box. Some toll roads no longer accept cash payments. If you incur a toll on these roads, without using your own compatible transponder, and you do not utilize an alternate means of payment to the toll authority, you will be will be enrolled in PlatePass.

\*\*\*\*\*

In DELAWARE, ILLINOIS, INDIANA, MAINE, MARYLAND, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, OHIO, PENNSYLVANIA, VIRGINIA AND WEST VIRGINIA, the toll authority may allow for an alternate payment method, such as payment by mail or online. Please contact the applicable toll authority. In some of these states that operate gated cashless toll lanes, only vehicles equipped with a windshield toll transponder may access the cashless toll lanes.

TO USE PLATEPASS IN THESE STATES, slide the drawer holding the transponder out of the shield box and pass through the cashless toll lane. You will be billed automatically as outlined below.

IF YOU DO NOT WISH TO USE PLATEPASS IN THESE STATES, use only traditional cash lanes (if available) to make payment directly to the toll authority or contact the applicable toll authority for alternate payment options.

\*\*\*\*\*

CALIFORNIA CUSTOMERS: PlatePass coverage is available on the Golden Gate Bridge, San Francisco-Oakland Bay Bridge, Richmond-San Rafael Bridge, Carquinez Bridge, Benicia-Martinez Bridge, Antioch Bridge, San Mateo Bridge, Dumbarton Bridge, SR 73, SR 133, SR 241 and SR 261 ONLY. Coverage is NOT available on I-10, I-110, SR 91, I-15 Express Lanes and SR 125. On the Golden Gate Bridge, the toll authority allows for payment online or in person up to 30 days before crossing or within forty-eight (48) hours after crossing the cashless toll bridge. Detailed information is available at [www.bayareafastrak.org](http://www.bayareafastrak.org) In Southern California, for toll roads that accept PlatePass, the toll authority allows for payment by phone/online within five (5) days of accessing the toll road. If you travel in the excluded HOV lanes in Southern California or if you travel on toll roads in Southern California that do not accept PlatePass, you will be charged an administrative fee of \$30.00 in addition to tolls and penalties.

\*\*\*\*\*

NOTE: Certain toll roads do not accept cash. If you travel on such a toll road without a personal transponder that can be used on the toll road, and you do not utilize an alternate means of payment to the toll authority, you will be required to use PlatePass and be billed automatically as outlined below, or incur toll charges or violations for which you will be responsible.

Where permitted by Toll Authorities, you may opt to use your personal transponder. Follow the instructions above for NOT utilizing PlatePass and install a compatible transponder properly.

If PlatePass is used, PlatePass L.L.C. will charge you a convenience fee of \$5.95 for each calendar day of your rental on which tolls are incurred plus incurred tolls at the Toll Authority's cash toll rate or highest undiscounted toll rate. PlatePass L.L.C. will separately charge your credit or debit card the applicable charges after the close of your rental. Charges typically take 1-3 weeks after the rental closes to appear on your statement, but a longer delay may occur. Cash customers will be invoiced.

**PARKING AND MOVING CITATIONS.** You are responsible for the payment of all vehicle parking and moving citations assessed against You or the Car during the rental period, including all such citations captured by camera and any related fines, fees or penalties. If a citation-issuing authority notifies us that we may be liable for any such citation and any related fines, fees or penalties, You will be charged an administrative fee of up to \$42.00 for each such notification. You authorize us to release your billing/rental information to PlatePass, L.L.C. and ATS Processing Services, L.L.C. to process and bill for all tolls and moving citations and administrative charges and service fees.

ARBITRATION PROVISION: THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO THIS ARBITRATION PROVISION.

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN You and us ("us" and "we" for the purposes of this Arbitration Provision means The Hertz Corporation, ("Hertz") its parent and affiliate corporations, and their respective officers, directors and employees and any vendor or third party providing services for this rental transaction) MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. You and we remain free to bring any issues to the attention of government agencies.

This Arbitration Provision's scope is broad and includes, without limitation, any claims arising from or relating to this Agreement or any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation, equity, or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. 1 et seq.

In any arbitration under this Arbitration Provision, all issues are for the arbitrator to decide, including his or her own jurisdiction, and any objections with respect to the existence, scope or validity of this Arbitration Provision. The arbitration will take place in the county of Your billing address unless agreed otherwise.

The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Consumer Arbitration Rules (the "Rules"). You can obtain the Rules at [www.adr.org](http://www.adr.org).

You or we may commence an arbitration by providing a written demand for arbitration to the other (to us: The Hertz Corporation, 8501 Williams Road, Estero, FL 33928 Attn: Arbitration) and two copies of the demand to the AAA. If You seek \$10,000 or less through arbitration, we will reimburse You for any AAA required filing fee.

The arbitrator may award injunctive relief as well as money, but only in favor of and as warranted by the claim of the individual party seeking relief. Judgment on the arbitral award may be entered in any court having jurisdiction. An arbitration award and any judgment confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action.

IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY HERTZ IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAIL AT [no.arbitration@hertz.com](mailto:no.arbitration@hertz.com) OR BY MAIL TO The Hertz Corporation, 8501 Williams Road, Estero, FL 33928, Attn: Arbitration. Include Your name, address, the number at the top of this Rental Record, and a clear statement that You do not agree to this Arbitration Provision. If you have previously notified Hertz of Your decision to opt out of this Arbitration Provision, You do not need to do so again.

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Liability Protection: If You DO NOT elect Liability Insurance Supplement (LIS) and/or You violate the Terms and Conditions of the Rental Agreement, where permitted by law, if Hertz makes any payment as a result of an accident You are responsible to indemnify Hertz for all payments made including attorney fees and costs. If You elect LIS, LIS provides protection from liability for third party automobile claims for the difference between the liability limits in Paragraph 10 of the Rental Agreement and the maximum combined single limit of \$1,000,000 for bodily injury, including death and property damage. LIS also includes uninsured/underinsured motorist coverage (while occupying the Car) for bodily injury and property damage, if applicable, for the difference between the statutory minimum underlying limits and \$1,000,000 for each accident.

If you purchase the Loss Damage Waiver or Partial Loss Damage Waiver, then it will be void and You will be responsible for loss or damage to the Car only in the following circumstances: (i) the damage is caused intentionally by an authorized driver (which term is defined below) or as a result of his or her willful and wanton misconduct; (ii) the damage arises out of an authorized driver's operation of the Car while intoxicated or under the influence of any illegal or unauthorized drug; (iii) the rental transaction is based on fraudulent information supplied by You; (iv) the damage arises out of the use of the Car while committing or otherwise engaged in a criminal act in which the automobile usage is substantially related to the nature of the criminal activity; (v) the damage arises out of the use of the Car to carry persons or property for hire; (vi) the damage occurs while the Car is operated by a person other than an authorized driver; (vii) the damage arises out of the use of the Car outside of the United States or Canada without first obtaining specific written permission from us, which permission may be withheld at our sole discretion; (viii) the damage arises out of the use of the Car to tow or push anything; (ix) if operation of the Car on an unpaved road has resulted in damage or loss which is a direct result of the road or driving conditions; or (x) loss due to the theft of the Car (however, there shall be a rebuttable presumption that You have no liability for any loss due to theft if (A) an authorized driver has possession of the ignition key or establishes that the ignition key was not in the Car at the time of the theft and (B) an authorized driver files an official report of the



TO BE CHARGED TO:

MC XXXXXXXXXXXX6765 AUTH \$342 .00 / 020779

within 24 hours of learning of the theft and reasonably cooperates with us and the police or other law enforcement agency in providing information concerning the theft). For purposes of the preceding sentence, an "authorized driver" means You; Your spouse if he or she has a valid driver's license and is at least 25 years old; Your employee or co-worker if he or she is engaged in business activity with You, has a valid driver's license and is at least 25 years old; any person who operates the Car during an emergency situation; and any other person who is an "Authorized Operator," as that term is defined in the Rental Agreement Terms and Conditions which appear on the folder delivered to You with this Rental Record.

COLLISION DAMAGE WAIVER AND CAR RENTAL INSURANCE NOTICE: OUR CONTRACT OFFERS FOR AN ADDITIONAL CHARGE COLLISION DAMAGE WAIVER AND CAR RENTAL INSURANCE PRODUCTS. BEFORE DECIDING WHETHER TO PURCHASE ANY OF THESE OPTIONAL PRODUCTS, YOU MAY WISH TO DETERMINE WHETHER YOUR PERSONAL INSURANCE OR CREDIT CARD PROVIDES YOU COVERAGE DURING THE RENTAL PERIOD. THE PURCHASE OF ANY OF THESE OPTIONAL PRODUCTS IS NOT REQUIRED TO RENT A VEHICLE. By Signing below, You acknowledge that You have read, understand, accept and agree to the above and the Rental Agreement Terms And Conditions, which appear on the folder (GN1900005) delivered to You with this Rental Record and You accept or decline the Optional Services as shown on Card 1 and Card 2.

X \_\_\_\_\_


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Our Privacy Policy governs the use of data about you. A copy of the policy is available at the rental counter and online at [hertz.com](http://hertz.com).

**CHUBB®**

ACE American Insurance Company  
436 Walnut Street  
Philadelphia PA 19106

**Excess Rental Liability Policy****DECLARATIONS**

Policy Number: SCA H25289882	
Broker Name: MARSH USA INC	
Address: P O Box 1966 445 SOUTH STREET SUITE 210 MORRISTOWN NJ 07960-1966	

ITEM 1:	<b>NAMED INSURED:</b> The Hertz Corporation
ITEM 2:	<b>NAMED INSURED ADDRESS:</b> 8501 Williams Rd Estero FL 33928
ITEM 3:	<b>INSURED:</b>

The following are "Insureds":

1. those persons renting an **Automobile** from the **Named Insured** who have agreed in writing to accept **Liability Insurance Supplement** for an additional daily charge as shown in the **Rental Agreement**,
2. any **authorized driver** of the **Automobile** described in the **Rental Agreement** during the time period the **Automobile** is rented to the person(s) described in 1 above,
3. any person **occupying** the **Automobile** with the permission of the **Authorized Driver** who is entitled to coverage under any applicable Uninsured or Underinsured Motorist Legal Statute, and
4. the **Named Insured**.

**ITEM 4: POLICY PERIOD:**

Effective Date: 01/01/2020 12:01 a.m. standard time

Expiration Date: 01/01/2021 12:01 a.m. standard time

**ITEM 5: SCHEDULE OF UNDERLYING PROTECTION**

Limits of Protection as shown in the **Rental Agreement**.

**ITEM 6: LIMITS OF LIABILITY (EACH ACCIDENT)****1. Bodily Injury and Property Damage Combined Single Limit:**

The difference between the Limits of Protection shown in Rental Agreement in the state in which the accident occurs and a combined single limit of \$ 1,000,000 each occurrence for Bodily Injury (including death) and Property Damage.

2. **Uninsured and Underinsured Motorist Coverage (If applicable) Combined Single Limit:**

If this Policy applies to damages which the **Insured** is entitled to collect under the terms of any uninsured or underinsured motorist law, the Limit of Liability shall be the difference between the minimum limits required by statute to be provided by the **Underlying Protection** and a maximum of \$ 1,000,000 each accident.

**ITEM 7: POLICY PREMIUM:** Subject to Monthly Reports

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Advance Premium (Due at Inception): \$ Subject to Monthly Reports

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Premium Computation:

Subject to monthly reports and audits, the Premium shall be computed at rate of \$ 17.11 per **Insured** described in paragraph 1 of Item 3 above times the number of days in the "Rental Period".

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Date

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Countersigned By Authorized Signature

**POLICY ENDORSEMENT SCHEDULE**

Named Insured The Hertz Corporation			Endorsement Number
Policy Symbol SCA	Policy Number H25289882	Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SCHEDULE**

FORMS AND ENDORSEMENTS
SCHEDULE OF NOTICES

Form No.	Description
ALL208871006	Chubb Producer Compensation Practices & Policies
ALL512200918	Missouri Disclaimer Notice Commercial Lines Deregulation
DA8Z000700	Policyholder Notice Emergency Contact Information
ALL5X45	Questions About Your Insurance?
ILP0010104	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders

**SCHEDULE OF COVERAGE FORMS**

Form No.	Description
DA5Z92a0206	Excess Rental Liability Policy

**SCHEDULE OF ENDORSEMENTS**

Endt. No.	Form No.	Description
1	ALL22421	Surcharge Schedule
2	DA7Z12b0312	Notice To Policyholders
3	DA5Z940500	Amendatory Endorsement
4	DA8Z040700	Amendatory Endorsement Arbitration Provision
5	DA423670214	Exclusion Amendatory Endorsement
6	DA417840114	Exclusions Amended
7	DA424230214	Exclusions Amended State Of Alaska
8	DA456420515	Non-Cooperation Endorsement
9	DA8Z050800	Punitive Damages Exclusion
10	ALL442990215	Reporting Of Data On Claims Within A Retention
11	DA5Z96062000	State List

**FORMS AND ENDORSEMENTS**

Endt. No.	Form No.	Description
12	ALL211011106	Trade Or Economic Sanctions Endorsement
13	DA8Z460900	Amendatory Endorsement Appeals Provision
14	DA8Z270800	Amendatory Endorsement Notice of Loss: Reporting of Losses
15	DA8Z030800	Amendatory Endorsement Service of Suit
16	CC3R190897	General Endorsement
17	CC3R190897	General Endorsement
18	IL00210908	Nuclear Energy Liability Exclusion Endorsement

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Authorized Representative

Named Insured The Hertz Corporation			Endorsement Number 1
Policy Symbol SCA	Policy Number H25289882	Policy Period 01/01/2020 TO 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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Page 1 of 1

POLICY NUMBER: SCA H25289882

Endorsement Number: 2

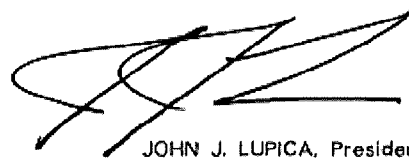
**CHUBB®**

ACE AMERICAN INSURANCE COMPANY  
PHILADELPHIA, PA

## Notice To Policyholders

In witness whereof, ACE American Insurance Company has caused this endorsement to be executed and attested. This Policy is a valid contract when countersigned by an authorized representative (where required by law).

  
REBECCA L. COLLINS, Secretary

  
JOHN J. LUPICA, President

POLICY NUMBER: SCA H25289882

**CHUBB®**

ACE American Insurance Company  
436 Walnut Street  
Philadelphia, PA 19106-3703

## Excess Rental Liability Policy

Policy Number: SCA H25289882

### I. INSURING AGREEMENTS

In consideration of the payment of the Premium as specified in the Declarations and subject to all the terms of this Policy, the **Company** agrees with the **Named Insured** as follows:

#### A. Excess Liability Coverage

The **Company** will pay all sums in excess of those payable under the terms of the **Underlying Protection**, up to the limit of liability identified in the **Declarations**, that the **Insured** is legally obligated to pay as damages, but only if they are because of **Bodily Injury** or **Property Damage** arising out of the operation or use of an **Automobile**;

- (1) by an **Authorized Driver/User**;
- (2) during the term of a **Rental Agreement**; and
- (3) within the **Policy Territory**.

Who is an **Insured**?

- (a) The **Named Insured** described in Item 3 of the **Declarations**; and
- (b) The **Authorized Driver** of the **Automobile**.

#### B. Uninsured/Underinsured Motorists Coverage

If uninsured/underinsured motorists coverage is afforded by **Underlying Protection**, the **Company** will also pay all sums the **Insured** is legally entitled to recover as compensatory damages from the owner or driver of an **Uninsured Motor Vehicle** or **Underinsured Motor Vehicle** in excess of those payable under the terms of **Underlying Protection**. The damages must result from **Bodily Injury** or, if required by the law of the state in which the **Automobile** is principally garaged, **Property Damage**, and they must:

- (a) exceed the amount of the minimum coverage limits required to be provided for such coverage by the law of the state in which the **Automobile** is principally garaged; and
- (b) be sustained by the **Insured** as the result of an accident involving an **Automobile** that takes place during the term of the **Rental Agreement** and within the **Policy Territory**.

The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the **Uninsured Motor Vehicle** or **Underinsured Motor Vehicle**.

If uninsured/underinsured motorists coverage is not afforded by **Underlying Protection**, this uninsured/underinsured motorists coverage does not apply.

Who is an **Insured**?

The following persons are **Insureds** under this coverage:

- (a) The **Authorized Driver** of the **Automobile**; and
- (b) Any person occupying the **Automobile** with the permission of its **Authorized Driver**.



Uninsured Motorists/Underinsured Motorists Special Conditions:

- (a) The **Company** will pay under this uninsured/underinsured motorists Coverage only after all liability bonds, **Underlying Protection** coverage, or any other policies providing coverage have been exhausted by judgments or payments.
- (b) Any judgment for damages arising out of a suit brought without its written consent is not binding on the Company.
- (c) **ARBITRATION:** Where permitted by law or statute, arbitration must be used in the settlement of a disputed claim as follows:
  - (1) If the **Company** and an **Insured** disagree whether the **Insured** is legally entitled to recover damages from the owner or driver of an **Uninsured Motor Vehicle** or **Underinsured Motor Vehicle** or do not agree as to the amount of damages that are recoverable by the Insured, both parties may agree to an arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this coverage form may not be arbitrated. If both parties so agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
  - (2) Unless both parties agree otherwise, arbitration will take place in the county in which the **Insured** lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.
- (d) **NOTICE OF LOSS:** In addition to the Notice of Loss general condition located in section VII of this contract, the following additional condition applies:  
The Insured shall promptly notify the police if a hit-and-run driver is involved.
- (e) **SUBROGATION:** In addition to the Subrogation general condition located in section VII of this contract, the following additional condition is hereby added:  
If we make any payments and the Insured recovers from another party, the Insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

## II. LIMITS OF LIABILITY

- A. This is excess insurance and only applies to those coverages for which **Underlying Protection** are shown in the Declarations of this Policy.
- B. It is expressly agreed that liability for any loss shall attach to the **Company** only after the **Underlying Protection** has admitted liability or shall have been held liable to pay the full amount of its liability and the **Company** shall then be liable to pay only such additional amounts up to the applicable Limit of Liability described in Item 6 of the Declarations.
- C. Regardless of the number of **Insureds**, premiums paid, claims made or vehicles involved in an accident, the most we will pay for all damages that exceed those payable under the **Underlying Protection** and that result from any one accident, is the applicable Limit of Liability described in the declarations or schedule.
- D. The insurance afforded applies separately to each **Insured** by or against whom a claim is made or suit is brought except that the inclusion of more than one **Insured** shall not operate to increase the **Company's** Limit of Liability described in Item 6 of the Declarations.
- E. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage form and any other coverage form.

We will not make a duplicate payment under this coverage form for any element of loss for which payment has been made by or for anyone who is legally responsible. However, this does not include any amounts paid or payable under any workers' compensation, medical payments, disability benefits or similar law.

### III. COSTS, CHARGES AND EXPENSES LIABILITY

- A. When coverage is available to the **Insured** under any **Underlying Protection**, the **Company**, although without obligation to do so, shall have the right and opportunity to associate in the defense and control of any claim or suit reasonably likely to involve the **Company** under this Policy.
- B. In addition to the Limits of Liability, the **Company** will pay for claims and suits covered under this Policy:
  - (1) All expenses the **Company** incurs;
  - (2) The cost of bonds to release attachments in any suit the **Company** defends but only for bond amounts within our Limits of Liability;
  - (3) All costs taxed against the **Insured** in any suit the **Company** defends; and
  - (4) All interest on the full amount of any judgment that accrues after entry of the judgment in any suit the **Company** defends, but the **Company's** duty to pay interest ends when the **Company** has paid, offered to pay or deposited in court the part of the judgment that is within the Limits of Liability.

### IV. DEFINITIONS

The following words and phrases have special meaning throughout this Policy:

- A. "**Automobile**" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or equipment attached thereto) that the **Named Insured** rents pursuant to a **Rental Agreement**, but does not include **Mobile Equipment**.
- B. "**Authorized Driver**" means only those persons authorized by the terms of a **Rental Agreement** to operate the **Named Insured's Automobile**.
- C. "**Bodily Injury**" means bodily injury, sickness or disease including death resulting from any of these.
- D. The "**Company**" means the insurance company shown on the Declarations who is providing this insurance.
- E. "**Insured**" means: a person described under the applicable "Who is an Insured" provision of either:
  - 1. Section I., Insuring Agreement, Excess Liability Coverage; or
  - 2. Section I., Insuring Agreement, Uninsured/Underinsured Motorists Coverage.
- F. "**Liability Insurance Supplement**" means the insurance provided by this Policy.
- G. "**Mobile Equipment**" means any of the following types of land vehicles, including any attached machinery or equipment:
  - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - 2. Vehicles maintained for use solely on or next to premises you own or rent;
  - 3. Vehicles that travel on crawler treads;
  - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - 5. Vehicles not described in paragraphs 1,2,3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building clearing, geophysical exploration, lighting and well servicing equipment; or

- b. Cherry pickers and similar devices used to raise or lower workers;
- 6. Vehicles not described in paragraphs 1,2,3, or 4 above that are self-propelled vehicles with the following types of permanently attached equipment:
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; or
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- H. **"Named Insured"** means the entities described in Item 1 of the Declarations.
- I. **"Occupying"** means in, upon, getting in, on, out or off of a covered **Automobile**.
- J. **"Policy Period"** means the period described in Item 4 of the Declarations during which the **Named Insured** may offer **Rental Agreements** to which this insurance will apply and does not refer to the period during which an **Insured** is covered by the Policy.
- K. **"Policy Territory"**,
  - a. When used in reference to a **Rental Agreement**, means the United States, (except New York, Texas, Puerto Rico and the Virgin Islands); or
  - b. When used in reference to the location of an accident, means the United States, Puerto Rico, the Virgin Islands and Canada.

**"Policy Territory"**, does not include Mexico.
- L. **"Property Damage"** means physical injury to or destruction of tangible property which occurs during the **Policy Period**, including the loss of use thereof at any time resulting therefrom.
- M. **"Rental Agreement"** means a signed agreement to rent or lease an **Automobile** that is entered into:
  - (1) during the **Policy Period**;
  - (2) within the **Policy Territory**;
  - (3) by the **Named Insured** and an individual;
  - (4) for the individual's rental or lease of the **Named Insured's "Automobile"** for a period not exceeding thirty (30) days.
- N. **"Rental Period"** means the period for which an **Automobile** is rented. The first day of the **Rental Period** must occur during the **Policy Period** for this policy to apply.
- O. **"Underlying Protection"** means a standard policy of automobile liability insurance or an approved program of self-insurance of substantially similar scope, that meets or exceeds minimum motor vehicle liability limit requirements for a rental vehicle to which this insurance applies.
- P. **"Uninsured Motor Vehicle"** means a land motor vehicle or trailer:
  - a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where an **Automobile** is principally garaged;
  - b. For which an insuring or bonding company denies coverage or becomes insolvent; or
  - c. That is a hit-and-run vehicle and neither the driver nor the owner can be identified. The vehicle must either:
    - (1) Hit an **Insured** or the **Automobile** the **Insured** is occupying; or

- (2) Cause **Bodily Injury** to an **Insured** without hitting an **Insured** or the **Automobile** the **Insured** is occupying. The facts of the accident must be proved. We may request supporting evidence beyond the testimony of a person making a claim under this or any similar coverage to support the validity of such claim.

However, **Uninsured Motor Vehicle** does not include any vehicle:

- (a) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
  - (b) Designed for use mainly off public roads while not on public roads;
  - (c) Owned by a governmental unit or agency;
  - (d) A vehicle operated on rails or crawler treads;
  - (e) Insured under a basic automobile insurance policy issued in accordance with state law; or
  - (f) While located for use as a residence or premises.
- Q. "**Underinsured Motor Vehicle**" means a land motor vehicle or trailer of any type to which a liability bond or policy applies at the time of an accident but the limit of liability of which is less than the excess limit of liability under this coverage form.

However, an **Underinsured Motor Vehicle** does not include any vehicle;

- (1) Owned or operated by a self-insurer under any applicable motor vehicle law;
- (2) Owned by any government unit or agency;
- (3) Operated on rails or crawler treads;
- (4) Designed for use mainly off public roads while not on public roads;
- (5) While located for use as a residence or premises; or
- (6) Owned by or furnished or available for the regular use of any **Insured**.

#### V. EXCLUSIONS:

In addition to those exclusions contained in the **Rental Agreement**, this insurance does not apply to:

- A. Liability imposed under any **Uninsured/ Underinsured Motorist** or automobile no-fault or first party personal injury law, or any other law similar to any of the foregoing. By accepting this Policy, the **Named Insured** agrees it is acting on its own behalf and on behalf of all other persons who may at any time become **Insureds** under this Policy and the **Named Insured** rejects, to the extent permitted by law, the inclusion of any coverage which might otherwise be required under any such laws. However, this exclusion does not apply to the first \$100,000 of damages an **Insured** is entitled to collect under the terms of any uninsured or underinsured motorist coverage if first afforded by **Underlying Protection**.
- B. **Bodily Injury** to or **Property Damage** to any **Insured**; nor, to the extent permitted by law in the state where the **Rental Agreement** is signed, to **Bodily Injury** or **Property Damage** to any person who is related to any **Insured** by blood, marriage or adoption and residing in the same household.
- C. Punitive or exemplary damages.
- D. Any obligation for which any **Insured** or any carrier as his insurer may be held liable under any Workers' Compensation, occupational disease, unemployment compensation or disability benefits law or under any similar law. However, this exclusion does not apply to liability of others assumed by the **Insured** under contract.

- E. **Bodily Injury or Property Damage** arising out of or in connection with the discharge, dispersal, release or escape or seepage of oil, petroleum substances or derivatives (including any oil, refuse or oil mixed with wastes), smokes, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, bog, marsh, swamp or wetland and including but not limited to hazardous substances in the ground water, the subsoil or anything contained therein. This exclusion shall also apply to the clean-up costs incurred and any **Bodily Injury or Property Damage** arising from or in connection with anything contained in the preceding sentence. However, this exclusion does not apply if:
  - 1. The pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of the covered **Automobile**; and
  - 2. The discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage to the **Automobile**.
- F. Except with respect to Occurrences taking place in the United States of America, or Canada, any liability of the **Insured** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- G. Except insofar as coverage is available to the **Insured** or under the Underlying Protection, to:
  - 1. liability of any **Insured** or any employee of said **Insured** with respect to **Bodily Injury** to another employee of the same employer injured in the course of such employment.
  - 2. liability arising out of (a) the ownership, maintenance, operation, use, loading or unloading of any vehicle while being used in any prearranged or organized racing speed or demolition contest or activity or (b) the operation or use of any snowmobile or trailer designed for use therewith.
- H. **Bodily Injury or Property Damage** arising out of the transportation, storage, handling, distribution, sale, or disposal of asbestos or goods or products containing asbestos.
- I. **Bodily Injury or Property Damage** arising out of the manufacturing, handling, distribution, sale, application, consumption or use of any products known as polychlorinated biphenyl or which contains polychlorinated biphenyl derivative or which is generally known in the chemical trade as having a like formulation, structure or function by whatever name manufactured, sold or distributed.
- J. **Bodily Injury or Property Damage**:
  - 1. With respect to which an **Insured** under this Policy is also an **Insured** under a Nuclear Energy Liability policy issued by Nuclear Energy Liability Insurance Association, American Nuclear Insurer, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **Insured** under any such policy but for its termination upon exhaustion of its limits of liability;
  - 2. Resulting from the hazardous properties of **Nuclear Material** and with respect to which:
    - a. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof;
    - b. The **Insured** is or, had this Policy not been issued, would be entitled to indemnity from the United States of America, or any agency, thereof, under any agreement entered into the United States of America or any agency, thereof, with any person or organization; or



3. Resulting from the **hazardous properties** of **Nuclear Material** if:

- a. The **Nuclear Material** is at any nuclear facility owned by or on behalf of the Insured or has been discharged or disbursed therefrom;
- b. The **Nuclear Material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- c. The **Bodily Injury** or **Property Damage** arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America its territories or possessions or Canada, this exclusion 3.c. applies only to **Property Damage** to such **nuclear facility** and any property threat.

As used in this exclusion

"**Property Damage**" includes all forms of radioactive contamination of property.

"**Hazardous Properties**" include radioactive, toxic or explosive properties.

"**Nuclear Material**" means source material, special Nuclear Material or by-product material.

"**Source Material**", "**Special Material**" and "**By-Product Material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"**Spent fuel**" means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor.

"**Waste**" means any waste material (I) containing by-product and (II) material resulting from the operation by any person or organization of any nuclear facility included within the definition of "**Nuclear facility**" under paragraph (1) or (2), below.

"**Nuclear facility**" means

- (1) Any nuclear reactor.
- (2) Any equipment or device designed or used for (a) separating the isotopes or uranium or plutonium, (b) processing or utilizing **spent fuel** or (c) handling processing or packaging **waste**.
- (3) Any equipment or device used for the processing, fabricating or alloying of special material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (4) Any structure, basing, excavating premises or place prepared or used for the storage or disposal of waste and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operation.
- (5) "**Nuclear Reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

## VI. POLICY TERRITORY

This Insurance shall apply to losses which occur during the **Rental Period** within the United States, Puerto Rico and the Virgin Islands and Canada but only if the loss arises out of an **Automobile** that is rented in the United States, (except New York, Texas, Puerto Rico and the Virgin Islands). Policy Territory does not include Mexico.

## VIII. CONDITIONS

- A. **ACCEPTANCE BY INSURED:** By accepting **Liability Insurance Supplement** in the **Rental Agreement**, the **Insured** who signs the **Rental Agreement** agrees that he/she is acting on his/her own behalf and on behalf of all other persons who may at any time become an **Insured** under the **Rental Agreement**.
- B. **ACTION AGAINST COMPANY:** No action shall lie against the **Company** unless as a condition precedent thereto, the **Insured** shall have fully complied with all the terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgement against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the **Company**.

Any person, organization or their legal representative is entitled to recover under this Policy after they have secured a judgment or written agreement against the **Insured**. Recovery is limited to the extent of the insurance afforded by this Policy. No person or organization has any right under this policy to include the **Company** in any direct action against the **Insured** to determine any **Insured's** liability nor will the **Company** be brought into such an action by **Insured** or his/her representative. If the **Insured** or the estate of the **Insured** becomes bankrupt or insolvent, it does not change any of the **Company's** obligations under this Policy.

- C. **APPEALS:** In the event the **Insured** elects not to appeal a judgment in excess of the **Underlying Protection**, the **Company** may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the **Company** exceed the amount set forth in **Insuring Agreement** for any one Occurrence plus the taxable costs, disbursement and interest incidental to such appeal.
- D. **ASSIGNMENT:** Assignment of interest under this Policy shall not bind the **Company** until its consent is endorsed hereon.
- E. **ASSISTANCE AND COOPERATION OF THE INSURED:** The **Insured** shall cooperate with the **Company** in the investigation, settlement or defense of any claim or suit.
- F. **BANKRUPTCY OR INSOLVENCY:** The insolvency or financial impairment of an **Insured** does not increase the amounts the **Company** would otherwise have had to pay nor does this Policy become excess of any reduced recoveries available because of the insolvency or financial impairment.

### G. CANCELLATION

- (1) The first **Named Insured** may terminate this Policy by mailing or delivering to the **Company** advance written notice of such termination.
- (2) The **Company** may terminate this Policy by mailing or delivering to the first **Named Insured** written notice of such termination at least:
  - a. 15 days before the effective date of such termination if the **Company** terminates for nonpayment of Premium, or
  - b. 90 days before the effective date of such termination if the **Company** terminates for any other reason.
- (3) Termination as set forth in sub-paragraph (1) and (2) above shall not affect the right of any person who became an **Insured** prior to effective date of such termination but coverage shall terminate at the end of the **Rental Period**.
- (4) The **Company** will mail or deliver their notice to the first **Named Insured's** last mailing address known to them.
- (5) Notice of termination will state the effective date of such termination. The **Policy Period** will end on that date.
- (6) If notice is mailed by either the **Company** or the first **Named Insured**, such notice shall be sent via certified mail. Proof of mailing will be sufficient proof of notice.

- H. **CHANGES:** Notice to or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy nor stop the **Company** from asserting any rights under the terms of this Policy, nor shall the terms of this Policy be waived or changed except by endorsement issued to form a part of this Policy, signed by an authorized representative of the **Company**.
- I. **CONCEALMENT, MISREPRESENTATION OR FRAUD:** This Policy shall be void with respect to any claim where an **Insured** commits fraud, or intentionally conceals or misrepresents any material fact.
- J. **DECLARATIONS:** By acceptance of this Policy, the **Insured** agrees that the statements made in the Declarations are its agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between itself and the **Company** or any of its representatives relating to this Insurance.
- K. **INSPECTION AND AUDIT:** The **Company** shall be permitted but not obligated to inspect the **Named Insured's** property and operations at any time subject to applicable security regulations. Neither the **Company's** right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of the **Named Insured**, or other, to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.
- L. **NOTICE OF LOSS:** When an event causing injury or damage takes place which is reasonable likely to give rise to a claim under this Policy, written notice shall be given as soon as practicable by or on behalf of the **Insured** to the **Company** or any of its authorized agents in addition to any obligation the **Insured** may have under the **Underlying Protection** or any other Insurance. Such notice shall contain particulars sufficient to identify the **Insured** and reasonably obtainable information concerning the time, place and circumstances of such event and pertinent details. The **Insured** shall give like notice of any claim or suit on account of such event and shall immediately forward to the **Company** every demand, notice, summons or other process received by him or his representative, together with copies of reports or investigations made by the **Insured** with respect to such claim or suit.
- M. **PREMIUM:** Premium due the **Company** for this Policy shall be that amount shown in the Item 7 of the Declarations and is payable upon the Effective Date of this Policy. Upon termination of this Policy, the earned premium shall be computed in accordance with the rates applicable to this insurance.
- N. **SERVICE OF SUIT:** Is agreed that in the event of the failure of the **Company** to pay any amount claimed to be hereunder, the **Company** and **Insured** will submit to the jurisdiction of the Supreme Court of the State of Pennsylvania, and will comply with all the requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of State of Pennsylvania.  
  
Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the **Company** hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured**, or any beneficiary hereunder, arising out of this Policy.
- O. **SEVERABILITY OF INTEREST:** The insurance afforded by this Policy applies separately to each **Insured** and against whom claim is made or suit is brought, but the inclusion herein of more than one **Insured** shall not operate to increase the limits of the **Company's** liability beyond those stated in Item 6 of the Declarations.



- P. SUBROGATION:** In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery therefor against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after the loss to prejudice such rights.

All recoveries or payments recovered or received subsequent to a settlement under this Policy shall be applied as if recovered or received prior to such settlement, and all necessary adjustments shall then be made between the **Insured** and the **Company**.

- Q. TERMS OF POLICY CONFORM TO STATUTE:** Terms of this Policy which are in conflict with the statutes of the State, Province or territory wherein this Policy is issued are hereby amended to conform to such statutes.

Endorsement Number: 3

**CHUBB®**

ACE American Insurance Company

## **Amendatory Endorsement**

(The Attaching Clause need to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 01/01/2020 at 12:01 A.M. standard time, forms a part of

Policy No. SCA H25289882 Of the ACE American Insurance Company

Issued to The Hertz Corporation

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Authorized Representative

### Named Insured Endorsement

The Hertz Corporation  
8501 Williams Road  
Estero, Florida 33928

## AMENDATORY ENDORSEMENT ARBITRATION PROVISION

Named Insured The Hertz Corporation			Endorsement Number <b>4</b>
Policy Symbol SCA	Policy Number H25289882	Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### EXCESS RENTAL LIABILITY

Section I. **INSURING AGREEMENTS**, Item **C. ARBITRATION** is hereby replaced with the following:

- A. If we and an "Insured" disagree whether the "Insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "Insured", both parties may agree to an arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated.

If both parties so agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- B. Unless both parties agree otherwise, arbitration will take place in the county in which the "Insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

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Authorized Representative

### Exclusion Amendatory Endorsement

Named Insured The Hertz Corporation			Endorsement Number 5
Policy Symbol SCA	Policy Number H25289882	Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**This endorsement modifies insurance provided under the following:**

#### EXCESS AUTOMOBILE RENTAL LIABILITY

The following exclusion does not apply:

#### **DUI**

Loss arising out of an accident which occurs while the **Insured** is under the influence of alcohol or drugs, or other substances unless prescribed by a physician.

*This endorsement applies in the states of: North Dakota & Vermont*

**EXCLUSIONS AMENDED**

Named Insured The Hertz Corporation			Endorsement Number 6
Policy Symbol SCA	Policy Number H25289882	Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**This endorsement modifies insurance provided under the following:**

**EXCESS AUTOMOBILE RENTAL LIABILITY**

The following additional exclusions are added to the policy:

In addition to those exclusions contained in the **Rental Agreement**, this insurance does not apply to:

**1. Family Member**

Loss arising out of **Bodily Injury** or **Property Damage** sustained by any **Insured** or any relative or family member of the **Insured** who resides in the same household.

**2. DUI**

Loss arising out of an accident which occurs while the **Insured** is under the influence of alcohol or drugs, or other substances unless prescribed by a physician.

**3. First Party Benefit**

Liability arising out of or benefits payable under any first party benefit law, medical payments, no-fault law or any similar law to the foregoing, in any state.

**4. Insured's Liability**

Any **Insured's** liability for damage to the **Automobile**.

**5. Fines, Penalties**

Fines, penalties, exemplary or punitive damages or any other type or kind of judgment or award which does not compensate the party benefiting from the award or judgment for any actual loss or damage sustained, and any costs, expenses or fees associated with the same.

***This endorsement is not applicable in the following states: Alaska, North Dakota, Vermont***

**EXCLUSIONS AMENDED  
STATE OF ALASKA**

Named Insured The Hertz Corporation			Endorsement Number 7
Policy Symbol SCA	Policy Number H25289882	Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**This endorsement modifies insurance provided under the following:**

**EXCESS AUTOMOBILE RENTAL LIABILITY**

The following additional exclusions are added to the policy and apply to vehicles rented in Alaska in addition to those exclusions contained in the policy, this insurance does not apply to:

**1. DUI**

Loss arising out of an accident which occurs while the **Insured** is under the influence of alcohol or drugs, or other substances unless prescribed by a physician.

**2. First Party Benefit**

Liability arising out of or benefits payable under any first party benefit law, medical payments, no-fault law or any similar law to the foregoing, in any state.

**3. Insured's Liability**

Any **Insured's** liability for damage to the **Automobile**.

**4. Fines, Penalties**

Fines, penalties, exemplary or punitive damages or any other type or kind of judgment or award which does not compensate the party benefiting from the award or judgment for any actual loss or damage sustained, and any costs, expenses or fees associated with the same.

### Non-Cooperation Endorsement

Named Insured The Hertz Corporation			Endorsement Number 8
Policy Symbol SCA	Policy Number H25289882	Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### EXCESS RENTAL LIABILITY COVERAGE FORM

The **CONDITIONS** section of the policy is replaced in its entirety by the following:

#### CONDITIONS

- A. **ACCEPTANCE BY INSURED:** By accepting **Supplement Liability Insurance** in the **Rental Agreement**, the **Insured** who signs the **Rental Agreement** agrees that he/she is acting on his/her own behalf and on behalf of all other persons who may at any time become an **Insured** under the **Rental Agreement**.
- B. **ACTION AGAINST COMPANY:** No action shall lie against the **Company** unless as a condition precedent thereto, the **Insured** shall have fully complied with all the terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgement against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the **Company**.  
  
Any person, organization or their legal representative is entitled to recover under this Policy after they have secured a judgment or written agreement against the **Insured**. Recovery is limited to the extent of the insurance afforded by this Policy. No person or organization has any right under this policy to include the **Company** in any direct action against the **Insured** to determine any **Insured's** liability nor will the **Company** be brought into such an action by Insured or his/her representative. If the **Insured** or the estate of the **Insured** becomes bankrupt or insolvent, it does not change any of the **Company's** obligations under this Policy.
- C. **APPEALS:** In the event the **Insured** elects not to appeal a judgment in excess of the **Underlying Protection**, the **Company** may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the **Company** exceed the amount set forth in Insuring Agreement for any one Occurrence plus the taxable costs, disbursements and interest incidental to such appeal.
- D. **ASSIGNMENT:** Assignment of interest under this Policy shall not bind the **Company** until its consent is endorsed hereon.
- E. **ASSISTANCE AND COOPERATION OF THE INSURED:** The **Insured** shall cooperate with the **Company** in the investigation, settlement or defense of any claim or suit.
- F. **BANKRUPTCY OR INSOLVENCY:** The insolvency or financial impairment of an **Insured** does not increase the amounts the **Company** would otherwise have had to pay nor does this Policy become excess of any reduced recoveries available because of the insolvency or financial impairment.

**G. CANCELLATION**

- (1) The first **Named Insured** may terminate this Policy by mailing or delivering to the **Company** advance written notice of such termination.
- (2) The **Company** may terminate this Policy by mailing or delivering to the first **Named Insured** written notice of such termination at least:
  - a. 15 days before the effective date of such termination if the **Company** terminates for nonpayment of Premium, or
  - b. 90 days before the effective date of such termination if the **Company** terminates for any other reason.
- (3) Termination as set forth in sub-paragraph (1) and (2) above shall not affect the right of any person who became an **Insured** prior to effective date of such termination but coverage shall terminate at the end of the **Rental Period**.
- (4) The **Company** will mail or deliver their notice to the first **Named Insured's** last mailing address known to them.
- (5) Notice of termination will state the effective date of such termination. The **Policy Period** will end on that date.
- (6) If notice is mailed by either the **Company** or the first **Named Insured**, such notice shall be sent via certified mail. Proof of mailing will be sufficient proof of notice.

**H. CHANGES:** Notice to or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy nor stop the **Company** from asserting any rights under the terms of this Policy, nor shall the terms of this Policy be waived or changed except by endorsement issued to form a part of this Policy, signed by an authorized representative of the **Company**.

**I. CONCEALMENT, MISREPRESENTATION OR FRAUD:** This Policy shall be void with respect to any claim where an **Insured** commits fraud, or intentionally conceals or misrepresents any material fact.

**J. DECLARATIONS:** By acceptance of this Policy, the **Insured** agrees that the statements made in the Declarations are its agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between itself and the **Company** or any of its representatives relating to this Insurance.

**K. INSPECTION AND AUDIT:** The **Company** shall be permitted but not obligated to inspect the **Named Insured's** property and operations at any time subject to applicable security regulations. Neither the **Company's** right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of the **Named Insured**, or other, to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.

**L. NOTICE AND DUTIES IN THE EVENT OF LOSS:** When an event causing injury or damage takes place which is reasonably likely to give rise to a claim under this Policy, written notice shall be given as soon as practicable by or on behalf of the **Insured** to the **Company** or any of its authorized agents in addition to any obligation the **Insured** may have under the **Underlying Protection** or any other Insurance.

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of accident, claim, suit or loss, you must give us or our authorized representative prompt notice of the accident or loss.

Your notice to us should include:

- (1) How, when and where the accident or loss occurred;



- (2) The Insured's name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other Involved Insured must:
  - (1) Assume no obligation, make or agree to any payment or settlement, or incur any expense without our consent, except at the Insured's own cost.
  - (2) Immediately send us copies of any demand, request, notice, summons or legal paper received concerning the claim or "suit";
  - (3) Authorize us to obtain medical records or other pertinent information;
  - (4) Cooperate with us in the investigation, settlement or defense of the claim or suit; and
  - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
  - (6) Agree to examinations under oath at our request and give us a signed statement of your answers. You have the right to have your own counsel present at such examinations.
- M. **PREMIUM:** Premium due the **Company** for this Policy shall be that amount shown in the Item 7 of the Declarations and is payable upon the Effective Date of this Policy. Upon termination of this Policy, the earned premium shall be computed in accordance with the rates applicable to this Insurance.
- N. **SERVICE OF SUIT:** Is agreed that in the event of the failure of the **Company** to pay any amount claimed to be hereunder, the **Company** and **Insured** will submit to the jurisdiction of the Supreme Court of the State of Pennsylvania, and will comply with all the requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of the State of Pennsylvania.  
  
 Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the **Company** hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured**, or any beneficiary hereunder, arising out of this Policy.
- O. **SEVERABILITY OF INTEREST:** The Insurance afforded by this Policy applies separately to each **Insured** and against whom claim is made or suit is brought, but the inclusion herein of more than one **Insured** shall not operate to increase the limits of the Company's liability beyond those stated in Item 6 of the Declarations.
- P. **SUBROGATION:** In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery therefor against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after the loss to prejudice such rights.  
  
 All recoveries or payments recovered or received subsequent to a settlement under the Policy shall be applied as if recovered or received prior to such settlement, and all necessary adjustments shall then be made between the **Insured** and the **Company**.
- Q. **TERMS OF POLICY CONFORM TO STATUTE:** Terms of this Policy which are in conflict with the statutes of the State, Province or territory wherein this Policy is issued are hereby amended to conform to such statutes.

Applicable in all states except: AK, FL, GA, IL, MD, MT and OK.

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Authorized Representative

## PUNITIVE DAMAGES EXCLUSION

Named Insured The Hertz Corporation			Endorsement Number 9
Policy Symbol SCA	Policy Number H25289882	Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

### EXCESS RENTAL LIABILITY

It is hereby agreed and understood that **Section V.: EXCLUSIONS**, is amended to delete exclusion **C: PUNITIVE OR EXEMPLARY DAMAGES**.

\_\_\_\_\_  
Authorized Representative

**REPORTING OF DATA ON CLAIMS WITHIN A RETENTION**

Named Insured The Hertz Corporation			Endorsement Number 10
Policy Symbol SCA	Policy Number H25289882	Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY  
EXCESS BUSINESS AUTO COVERAGE FORM**

The following Claim Reporting Condition is added to the policy:

You agree to provide or cause your claims administrator to provide any claims information that we may require, whether within an applicable "retained limit" or above.

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Authorized Representative

**STATE LIST**

Named Insured The Hertz Corporation			Endorsement Number 11
Policy Symbol SCA	Policy Number H25289882	Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

It is agreed that coverage applies to " Insureds" as defined in Item 3 of the Declarations as long as the " Insured" rents an automobile in one of the following states:

Missouri

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Authorized Representative

**TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

Named Insured The Hertz Corporation			Endorsement Number 12
Policy Symbol SCA	Policy Number H25289882	Policy Period 01/01/2020 TO 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This Insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing Insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

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Authorized Agent

## AMENDATORY ENDORSEMENT APPEALS PROVISION

Named Insured The Hertz Corporation			Endorsement Number 13
Policy Symbol SCA	Policy Number H25289882	Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies all insurance provided under the following:**

#### EXCESS RENTAL LIABILITY

The following paragraph is added to Section VII. **CONDITIONS**, Paragraph C. **APPEALS**:

If the Company elects to pursue an Appeal, it is agreed and understood that the Insured is not responsible for any expenses associated with this Appeal.

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Authorized Representative

**AMENDATORY ENDORSEMENT NOTICE OF LOSS: REPORTING OF LOSSES**

Named Insured The Hertz Corporation			Endorsement Number 14
Policy Symbol SCA	Policy Number H25289882	Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies all insurance provided under the following:**

**EXCESS RENTAL LIABILITY PROGRAM**

Section I, **Insuring Agreements:** part (d) **"NOTICE OF LOSS"** is amended to include the following additional sentence:

"Notice of hit-and-run should be given as promptly as the insured or insured's representative can reasonably provide."

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Authorized Representative

**AMENDATORY ENDORSEMENT SERVICE OF SUIT**

Named Insured The Hertz Corporation			Endorsement Number 15
Policy Symbol SCA	Policy Number H25289882	Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies all insurance provided under the following:**

**EXCESS RENTAL LIABILITY**

Section **VII CONDITIONS**, paragraph "**N**" **SERVICE OF SUIT** is replaced in its entirety with the following:

It is agreed that in the event of the failure of the company to pay the amount claimed, the company and the Insured will submit to the jurisdiction of the court in the state of residency of the Insured, or if mutually agreed upon by both the Company and the Insured, the jurisdiction of the Supreme Court of the State of Pennsylvania. All matters arising hereunder shall be determined in accordance with the laws of the state in which the suit is brought.

Further, pursuant to any statute of any state, territory or district of the United States which makes provisions therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured, or any beneficiary of the Insured, arising out of this policy.

---

Authorized Representative



**GENERAL ENDORSEMENT**

Named Insured The Hertz Corporation			Endorsement Number 16
Policy Symbol SCA	Policy Number H25289882	Policy Period 01/01/2020 TO 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS RENTAL LIABILITY COVERAGE PART**

It is hereby understood and agreed that the following applies to policy SCA H25289882, effective January 1, 2020:

DA-8z27 Amendatory Endorsement - Notice of Loss: Reporting of Losses: applies in the state of New Hampshire only

DA-8z46 - Amendatory Endorsement - Appeals Provision: applies in the states of Alaska and South Dakota only

DA-8Z03 - Amendatory Endorsement - Service of Suit: applies in the states of Alaska, Iowa, North Carolina and South Dakota only

DA-8Z04 - Amendatory Endorsement - Arbitration Provision: applies in the states of Missouri, Utah and Vermont only

DA-8Z05 - Amendatory Endorsement (Deletion of Punitive Damages Exclusion): applies in the states of South Carolina, Tennessee and Vermont only

All other terms and conditions remain the same.



Authorized Representative

**GENERAL ENDORSEMENT**

Named Insured The Hertz Corporation			Endorsement Number 17
Policy Symbol SCA	Policy Number H25289882	Policy Period 01/01/2020 TO 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS RENTAL LIABILITY COVERAGE PART**

The following entity is also a Named Insured:

Dollar Thrifty Automotive Group, Inc. brand of car rental, a wholly-owned subsidiary of Hertz Global Holdings, Inc.



Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1) With respect to which an "Insured" under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "Insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "Insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "Insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "Insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

## Certification


I, Marsha Meyer ,

As a duly authorized individual retained by AMCO Insurance Company and entrusted to procure materials from the administrative system of record from which this copy was produced, based upon information and belief; certify under the penalty of perjury that the attached copy of the Declaration and or Policy pages of policy number 7224J 030787 was made at or near the time of this certification, is a true and accurate copy of that which has been kept in the normal course of business.

Signed By:

Marsha Meyer

MEYERM21

 Digitally signed by: MEYERM21  
DN: CN = MEYERM21 OU = Accounts, NSC Managed, Class  
Date: 2020.06.29 11:05:41 -05'00'



# Your Policy Renewal

**Your bill is sent separately.**

**Nationwide Auto Policy**

Policy Period: May 9, 2020 - May 9, 2021

Policy Number: **7224J 030787**

Angela Marlett &  
Jason Manning  
5027 Brittany Downs  
Dr  
Saint Peters, MO  
63304-7187

## What's enclosed

- ✓ **Insurance Identification Cards** - Your ID cards are enclosed in this packet.
- ✓ **Declarations** - These pages show **your coverages** under this policy. Carefully review these details and call **Customer Service at 1.800.421.1444** if you have questions or want to make changes.
  - **General Information**
  - **Coverage Details**
  - **Your Total Policy Premium**
- ✓ **Insurance Documents** - Please keep these documents for future reference.

### How to Contact Us

Your Nationwide Agent  
Customer Service  
Internet  
24-Hour Claims Reporting  
Hearing Impaired (TTY)

**Jerome Smart 1.314.915.2727**  
**1.800.421.1444**  
**Nationwide.com**  
**1.800.421.3535**  
**1.800.622.2421**

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## Important Reminders from Nationwide

### NOTES:

Your premium for this renewal is \$ 4,891.44. To maintain uninterrupted coverage, please pay your premium by the due date on the bill. This includes any change you may have made to your policy.





# Your Policy Declarations

## Nationwide Auto Policy

Policy Period: May 9, 2020 - May 9, 2021

Policy Number: **7224J 030787**

### Policyholder (Named Insured):

Angela Marlett &  
Jason Manning  
5027 Brittany Downs  
Dr  
Saint Peters, MO  
63304-7187

**Keep these Declarations for your records.**

## General Policy Information

### Issued: April 7, 2020

These Declarations are a part of the policy named above and identified by the policy number above. They supersede any Declarations issued earlier. Your policy provides the coverages and limits shown in the schedule of coverages. They apply to each insured vehicle as indicated. Your policy complies with the motorists' financial responsibility laws of your state only for vehicles for which Property Damage and Bodily Injury Liability coverages are provided.

**Policy Period: May 9, 2020 - May 9, 2021** but only if the required premium for this period has been paid and only for twelve month renewal periods if renewal premiums have been paid as required. This policy is initially effective at (1) the time the application for insurance is completed, or (2) 12:01 a.m. on the first day of the policy period, whichever is later. Each renewal period begins and ends at 12:01 a.m. standard time at the address of the named insured stated herein. This policy expires at 12:01 a.m. at the address of the named insured stated herein.

### Where to access your policy documents

In order to view, print, or save your policy documents that do not contain personally identifiable information, go to [www.nationwide.com/insurancecontracts](http://www.nationwide.com/insurancecontracts) on your Internet browser and enter your policy number. You can get hard copies of your documents mailed or emailed to you free of charge by calling 877-ON-YOUR-SIDE ® (877-669-6877). Please note that any policy documents containing personally identifiable information are not available for online viewing, unless you have registered for online account access. Go to [www.nationwide.com/signup](http://www.nationwide.com/signup) to create an account.

Your carrier is AMCO Insurance Company, NAIC #19100.

### IMPORTANT MESSAGES:

Your premium for this renewal is \$4,891.44. To maintain uninterrupted coverage, please pay your premium on or before May 9, 2020. Your payment is due on this date unless you pay your bill under an installment payment plan. This includes any change you may have made to your policy.

## Premium Summary and Other Charges

2019 Jeep Cherokee L	\$	889.54
2018 Chevrolet Colorado C	\$	1,044.94
2019 Jeep Grand Cher	\$	904.60
2016 Chrysler 200 Ltd	\$	621.64
2019 Dodge Challenger	\$	1,226.02
Total For Policy Coverages	\$	204.70
<b>Total Policy Premium</b>		<b>\$ 4,891.44</b>







# Your Policy Declarations

**Nationwide Auto Policy**

Policy Period: May 9, 2020 - May 9, 2021

Policy Number: **7224J 030787**

For coverage definitions and descriptions,  
visit [Nationwide.com](http://Nationwide.com)

**How You Saved on this Policy with Nationwide**

- Multi Car
- Accident Free
- New Vehicle
- Advance Quote
- Passive Restraint
- Home & Car

**Rated Driver(s)**

Name	Date of Birth	Marital Status
Angela Marlett	09/11/79	Married
Jason Manning	03/08/82	Married
Myesa Garcia	11/19/97	Single

**Insured Vehicle(s) and Schedule of Coverages****2019 Jeep Cherokee L**

VIN 1C4PJMLB1KD152140

Coverages	Limits of Liability	Premium
Bodily Injury Liability	\$ 100,000 Each Person	\$ 196.34
	\$ 300,000 Each Occurrence	
Property Damage Liability	\$ 100,000 Each Occurrence	\$ 194.52
Medical Payments	\$ 1,000 Each Person	\$ 12.86
Damage To Your Auto	Actual Cash Value Less \$ 500	\$ 164.34
Other Than Collision (Comprehensive)		
Collision	Actual Cash Value Less \$ 500	\$ 283.82
Custom Equipment	\$ 3,000	Included
Rental Reimbursement	\$ 30 Per Day	\$ 37.66
	\$ 900 Per Accident	
Loyalty Rewards	See Endorsement	Included
Pet Injury Collision Coverage	See Endorsement	
Car Key Replacement Coverage		
Loss Payee - West Community Credit Union	Lien Expires On May 31, 2026	
<b>Total for this Vehicle</b>		<b>\$ 889.54</b>





# Your Policy Declarations

**Nationwide Auto Policy**

Policy Period: May 9, 2020 - May 9, 2021

Policy Number: **7224J 030787****Insured Vehicle(s) and Schedule of Coverages (continued)****2018 Chev Colorado C**

VIN 1GCGTDEN2J1224383

Coverages	Limits of Liability	Premium
Bodily Injury Liability	\$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 212.36
Property Damage Liability	\$ 100,000 Each Occurrence	\$ 176.02
Medical Payments	\$ 1,000 Each Person	\$ 13.76
Damage To Your Auto	Actual Cash Value Less \$ 500	\$ 196.72
Other Than Collision (Comprehensive) Collision	Actual Cash Value Less \$ 500	\$ 408.42
Custom Equipment	\$ 3,000	Included
Rental Reimbursement	\$ 30 Per Day \$ 900 Per Accident	\$ 37.66
Loyalty Rewards	See Endorsement	Included
Pet Injury Collision Coverage	See Endorsement	
Car Key Replacement Coverage		
<b>Total for this Vehicle</b>		<b>\$ 1,044.94</b>

**2019 Jeep Grand Cher**

VIN 1C4RJFAG4KC696589

Coverages	Limits of Liability	Premium
Bodily Injury Liability	\$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 218.92
Property Damage Liability	\$ 100,000 Each Occurrence	\$ 162.78
Medical Payments	\$ 1,000 Each Person	\$ 11.70
Damage To Your Auto	Actual Cash Value Less \$ 500	\$ 174.46
Other Than Collision (Comprehensive) Collision	Actual Cash Value Less \$ 500	\$ 299.08
Custom Equipment	\$ 3,000	Included
Rental Reimbursement	\$ 30 Per Day \$ 900 Per Accident	\$ 37.66
Loyalty Rewards	See Endorsement	Included
Pet Injury Collision Coverage	See Endorsement	
Car Key Replacement Coverage		
<b>Total for this Vehicle</b>		<b>\$ 904.60</b>

Continued on the next page

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## Your Policy Declarations

**Nationwide Auto Policy**

Policy Period: May 9, 2020 - May 9, 2021

Policy Number: **7224J 030787**

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**Insured Vehicle(s) and Schedule of Coverages (continued)**

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**2016 Chry 200 Ltd**

VIN 1C3CCCAB4GN150880

Coverages	Limits of Liability	Premium
Bodily Injury Liability	\$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 334.26
Property Damage Liability	\$ 100,000 Each Occurrence	\$ 263.70
Medical Payments	\$ 1,000 Each Person	\$ 23.68
Loyalty Rewards	See Endorsement	Included
<b>Total for this Vehicle</b>		<b>\$ 621.64</b>

**2019 Dodg Challenger**

VIN 2C3CDZFJ0KH509059

Coverages	Limits of Liability	Premium
Bodily Injury Liability	\$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 189.90
Property Damage Liability	\$ 100,000 Each Occurrence	\$ 174.68
Medical Payments	\$ 1,000 Each Person	\$ 13.66
Damage To Your Auto	Actual Cash Value Less \$ 500	\$ 334.52
Other Than Collision (Comprehensive)		
Collision	Actual Cash Value Less \$ 500	\$ 475.60
Custom Equipment	\$ 3,000	Included
Rental Reimbursement	\$ 30 Per Day \$ 900 Per Accident See Endorsement	\$ 37.66
Loyalty Rewards	See Endorsement	Included
Pet Injury Collision Coverage		
Car Key Replacement Coverage		
Loss Payee - Pnc Bank	Lien Expires On Feb 01, 2026	
<b>Total for this Vehicle</b>		<b>\$ 1,226.02</b>





# Your Policy Declarations

**Nationwide Auto Policy**

Policy Period: May 9, 2020 - May 9, 2021

Policy Number: **7224J 030787****Policy Level Schedule of Coverages**

Coverages	Limits of Liability	Premium
Roadside Assistance Plus	Disablement Up To 100 Miles \$100 Lockout \$500 Trip Interruption See Endorsement	\$ 42.00
Total Loss Deductible Waiver Feature	See Endorsement	Included
Uninsured Motorists Bodily Injury	\$ 100,000 Each Person \$ 300,000 Each Occurrence See Endorsement	\$ 79.24
Underinsured Motorists Bodily Injury	\$ 100,000 Each Person \$ 300,000 Each Occurrence See Endorsement	\$ 83.46
<b>Total for Policy Coverages</b>		<b>\$ 204.70</b>

**Policy Form and Endorsements**

A 4500 07 16	Your Nationwide Auto Policy
A 4568 07 16	Roadside Assistance Coverage
A 4569 07 16	Total Loss Deductible Waiver Endorsement
A 4574 07 16	Rental Reimbursement/Transportation Expenses - Rental Days Plus
A 4579 07 16	Loyalty Rewards
A 5024 07 18	Special Provisions - Missouri
A 5124 07 18	Uninsured Motorists Coverage - Missouri
A 5224 07 18	Underinsured Motorists Coverage - Missouri

**For Office Use Only:**

\$ 0.00 Terr: 643

**Issued By:** AMCO Insurance Company  
Home Office 1 Nationwide Plaza Columbus, OH 43215

**How to Contact Us**

Your Nationwide Agent  
Customer Service  
Internet  
24-Hour Claims Reporting  
Hearing Impaired (TTY)

**Jerome Smart 1.314.915.2727**  
**1.800.421.1444**  
**Nationwide.com**  
**1.800.421.3535**  
**1.800.622.2421**

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**Your Nationwide Auto Policy**

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### **A 4500 07 16**

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## PERSONAL AUTO POLICY

### AGREEMENT

In return for payment of the premium and fees in amounts we require and subject to all the terms of this policy, we agree with you as follows:

### DEFINITIONS

**A.** Throughout this policy, "you" and "your" refer to:

1. The "named insured" shown in the Declarations;
2. The spouse if a resident of the same household;
3. The civil partner of the named insured by Civil Union or Registered Domestic Partnership filed and recognized by the state if a resident of the same household; or
4. A "Domestic partner".

If the spouse or civil partner who has entered into a Civil Union or Registered Domestic Partnership with the named insured ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse or civil partner will be considered "you" and "your" under this policy but only until the earlier of:

1. The end of 90 days following the spouse's or civil partner's change of residency;
2. The effective date of another policy listing the spouse or civil partner as a named insured; or
3. The end of the policy period.

**B.** "We", "us" and "our" refer to the Company providing this insurance.

**C.** For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

**D.** "Bodily injury" means bodily harm, sickness or disease, including death that results. "Bodily injury" does not include emotional distress, mental anguish, humiliation, mental distress or injury, or any similar injury unless the direct result of bodily harm.

**E.** "Business" includes trade, profession or occupation.

**F.** "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

**G.** "Occupying" means:

1. In;
2. Upon; or
3. Getting in, on, out or off.

**H.** "Property damage" means physical injury to, destruction of or loss of use of tangible property.

**I.** "Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in **1.** or **2.** above.



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J. "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. A "newly acquired auto".
3. Any "trailer" you own.
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

This Provision (**J.4.**) does not apply to Coverage For Damage To Your Auto.

K. "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
  - a. A private passenger auto; or
  - b. A pickup or van, for which no other insurance policy provides coverage, that:
    - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
    - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
      - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
      - (b) For farming or ranching.
2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.
  - a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.
  - b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
    - (1) 30 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
    - (2) Seven days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 7-day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.





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- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
- (1) 30 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
  - (2) Seven days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 7-day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.
- L. "Domestic partner" means a person living with you and sharing a common domestic life and whose relationship resembles a mutually exclusive partnership such as that of a marriage, and:
1. Is at least 18 years of age and capable of entering into a legal contract;
  2. Is not a "family member"; and
  3. Shares with you financial interdependence and a common residence.
- Evidence of such includes, but is not limited to:
- a. Joint domestic responsibility for the maintenance of the household;
  - b. Having joint financial obligations, resources, or assets;
  - c. Documents such as a driver's license, tax returns, or bills showing a common address for both parties;
  - d. Both parties receiving mail at the same address; or
  - e. A declaration of domestic partnership with that person or similar declaration about that person with an employer or government entity.
- A "domestic partner" does not include more than one person, a roommate or housemate whether sharing expenses equally or not, or one who pays rent to the named insured.
- M. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.
- N. "Performance testing" is when a vehicle is used to:
1. Test its performance in speed, handling; or
  2. Test or practice driver skills.
- "Performance testing" does not apply to student-driver training activities participated in to obtain a state issued learner's permit or driver's license. "Performance testing" also does not apply to driver training activities to complete state-sanctioned courses in motor vehicle accident prevention, defensive driving or driver improvement.

## **PART A — LIABILITY COVERAGE**

### **INSURING AGREEMENT**

- A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest on covered damages awarded against the "insured" which do not exceed our limit of liability for this coverage. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements unless required by



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law. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

**B.** "Insured" as used in this Part means:

1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
2. Any person using "your covered auto".
3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision **(B.4.)** applies only if the person or organization does not own or hire the auto or "trailer".
5. The following are not "insureds", under Part **A** of the policy:
  - a. The United States of America or any of its agencies.
  - b. Any person with respect to "bodily injury" or "property damage" resulting from the operation of an auto by that person as an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code (Federal Tort Claims Act), as amended, require the Attorney General of the United States to defend that person in any civil action or proceeding which may be brought for the "bodily injury" or "property damage".

**SUPPLEMENTARY PAYMENTS**

We will pay on behalf of an "insured":

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Upon submission for reimbursement, up to \$250 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

**EXCLUSIONS**

**A.** We do not provide Liability Coverage for any "insured":

1. For "bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":
  - a. Is of different kind, quality or degree than initially expected or intended; or
  - b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.
2. For "property damage" to property owned or being transported by that "insured".
3. For "property damage" to property:
  - a. Rented to;
  - b. Used by; or



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- c. In the care of;  
that "insured".
- This Exclusion **(A.3.)** does not apply to "property damage" to a residence or private garage.
4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion **(A.4.)** does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits, disability benefits, or benefits under similar laws are required or available for that domestic employee.
5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used:
- a. To carry persons or property for a fee or compensation. This includes but is not limited to any period of time a vehicle is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle; or
  - b. On a regular basis for retail or wholesale delivery, including but not limited to pizza, magazine, newspaper and mail delivery.
- Exclusion **A.5.a.** does not apply to vehicles used in shared-expense car pools or while the vehicle is used in the course of volunteer work for a tax-exempt organization.
6. While employed or otherwise engaged in the "business" of:
- a. Selling;
  - b. Repairing;
  - c. Servicing;
  - d. Storing; or
  - e. Parking;
- vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion **(A.6.)** does not apply to the ownership, maintenance or use of "your covered auto" by:
- a. You;
  - b. Any "family member"; or
  - c. Any business partner, agent or employee of you or any "family member".
7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion **A.6.**
- This Exclusion **(A.7.)** does not apply to the maintenance or use of a:
- a. Private passenger auto;
  - b. Pickup or van; or
  - c. "Trailer" used with a vehicle described in **a.** or **b.** above.
8. Using a vehicle:
- a. Without a reasonable belief of being entitled to do so;
  - b. The "insured" has stolen; or
  - c. The "insured" knows to have been stolen.
- An "insured" shall not be held to have a reasonable belief of being entitled to operate a motor vehicle if that person's license has been suspended, revoked, or never issued.
- This exclusion does not apply to the use of "your covered auto" by:
- a. You;





A. The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or



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4. Vehicles involved in the auto accident. A vehicle and attached "trailer" are considered as one vehicle. Therefore, the Limit of Liability will not be increased for an accident involving a vehicle which has an attached "trailer."
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
  1. Part **B** or Part **C** of this policy; or
  2. Any Underinsured Motorists Coverage provided by this policy.
- C. We will apply the limit of liability to provide any separate limits required by law for Bodily Injury and Property Damage Liability. However, this provision (**C.**) will not change our total limit of liability.

#### **OUT OF STATE COVERAGE**

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret this Part **A** — Liability for that accident as follows:

- A. If the state or province has:
  1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
  2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

#### **FINANCIAL RESPONSIBILITY**

When this policy is certified as future proof of financial responsibility, this policy shall comply with the auto liability law to the extent required.

#### **OTHER INSURANCE AND SOURCES OF RECOVERY**

- A. In any loss involving the use of "your covered auto", we will be liable for only our share of the loss if there is other collectible liability insurance. Our share is our proportion of the total insurance limits for the loss.
- B. For losses not involving "your covered auto", our coverage is excess over any other collectible:
  1. Insurance;
  2. Self-insurance;
  3. Proceeds from a governmental entity; or
  4. Sources of recovery.

If more than one policy issued by us or a company affiliated with us applies on an excess basis to the same loss, we will pay only up to the highest limit of any one of them.

#### **PART B — MEDICAL PAYMENTS COVERAGE**

##### **INSURING AGREEMENT**

- A. We will pay "usual, customary and reasonable charges" for expenses incurred for "medically necessary" services or funeral costs because of "bodily injury":
  1. Caused by an auto accident; and
  2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 2 years from the date of the accident.



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We may apply "utilization management or review" to determine:

1. "Usual, customary and reasonable charges"; and/or
  2. "Medically necessary" services.
- B.** "Insured" as used in this Part means:
1. You or any "family member":
    - a. While "occupying"; or
    - b. As a pedestrian when struck by;  
a motor vehicle designed for use mainly on public roads or a trailer of any type.
  2. Any other person while "occupying" "your covered auto".
- C.** "Experimental treatment" means medical treatment that is experimental in nature which is not accepted as effective therapy by:
1. The state medical association or board;
  2. An appropriate medical specialty board;
  3. The American Medical Association;
  4. The Surgeon General; or
  5. The Federal Food and Drug Administration.
- D.** "Usual, customary and reasonable charges" means charges for services or supplies covered under this policy which are:
1. Usual and customary in the place where provided;
  2. Not more than what would have been charged if the injured person had no insurance; and
  3. Not "Experimental treatment."
- E.** "Medically necessary" means a service or procedure which is necessary, appropriate and consistent for the symptoms, diagnosis or treatment of a condition of injury or sickness within generally accepted current standards of good medical practice. The fact that any particular doctor may prescribe, order, recommend, or approve a service or procedure does not, in itself, make the service or procedure "medically necessary".
- F.** "Utilization management or review" means cost and utilization containment activities designed to determine "usual, customary and reasonable charges" for "medically necessary" services provided to an "insured". These activities include, but are not limited to, medical bill auditing and case management.

## **EXCLUSIONS**

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
  2. Sustained while "occupying" "your covered auto" when:
    - a. It is being used to carry persons or property for a fee or compensation. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle; or
    - b. It is being used on a regular basis for retail or wholesale delivery, including but not limited to pizza, magazine, newspaper and mail delivery.
- Exclusion **2.a.** does not apply to vehicles used in shared-expense car pools or while the vehicle is used in the course of volunteer work for a tax-exempt organization.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.



4. Occurring during the course of employment if any of the following benefits are required to be provided or voluntarily provided:
  - a. Workers' compensation;
  - b. Unemployment compensation;
  - c. Non-occupational or occupational disease;
  - d. Disability benefits;or any similar law.
5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. Owned by you; or
  - b. Furnished or available for your regular use.
6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. Owned by any "family member"; or
  - b. Furnished or available for the regular use of any "family member".However, this Exclusion **(6.)** does not apply to you.
7. Sustained while "occupying" a vehicle:
  - a. Without a reasonable belief of being entitled to do so;
  - b. The "insured" has stolen; or
  - c. The "insured" knows to have been stolen.An "insured" shall not be held to have a reasonable belief of being entitled to operate a vehicle if that person's license has been suspended, revoked, or never issued.  
This exclusion does not apply to the use of "your covered auto" by:
  - a. You;
  - b. A "family member"; or
  - c. A business partner, employee, or agent of you or a "family member".
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion **(8.)** does not apply to "bodily injury" sustained while "occupying" a:
  - a. Private passenger auto;
  - b. Pickup or van; or
  - c. "Trailer" used with a vehicle described in **a.** or **b.** above.
9. Caused by or as a consequence of:
  - a. Discharge of a nuclear weapon (even if accidental);
  - b. War (declared or undeclared);
  - c. Civil war;
  - d. Insurrection; or
  - e. Rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
  - a. Nuclear reaction;
  - b. Radiation; or





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- c. Radioactive contamination.
- 11. Sustained while "occupying" any vehicle in any activity while:
  - a. Used in an organized or prearranged competitive event, including but not limited to:
    - (1) Racing contest or event;
    - (2) Speed contest or event; or
    - (3) In practice or preparation for any racing or speed contest or event.
  - b. Used in "performance testing" that is done on a closed road, or a race track, or a testing facility environment where the "insured" is not competing.
- 12. Sustained while "occupying" any vehicle:
  - a. Rented or leased to others by any "insured";
  - b. If under any type of conveyance of ownership including but not limited to a conditional sale, contract for sale, or rent to own, regardless of whether title has been transferred to others by any "insured"; or
  - c. Enrolled in a personal vehicle sharing program under the terms of a written agreement and being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".
- 13. Caused intentionally by or at the direction of you or a "family member", including willful acts the result of which that person knows or ought to know will follow from their conduct.

#### **LIMIT OF LIABILITY**

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
  - 1. "Insureds";
  - 2. Claims made;
  - 3. Vehicles or premiums shown in the Declarations; or
  - 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
  - 1. Part **A** or Part **C** of this policy; or
  - 2. Any Underinsured Motorists Coverage provided by this policy.

#### **OTHER INSURANCE**

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

#### **PART C — UNINSURED MOTORISTS COVERAGE**

Refer to the attached Uninsured Motorists Endorsement only if the Declarations indicate that Uninsured Motorists Coverage is provided.

#### **PART D — COVERAGE FOR DAMAGE TO YOUR AUTO**

#### **INSURING AGREEMENT**

- A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same



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"collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

For damage to "your covered auto's" or "non-owned auto's" windshield, we may offer to have it repaired in lieu of replacement. If you agree to our offer for the repair, we will not apply a deductible for the repair of the windshield.

- B.** "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

Loss caused by the following is considered other than "collision":

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

- C.** "Non-owned auto" means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

- D.** "Insured" as used in this Part means:

1. You or any "family member"; or
2. Any person using "your covered auto" with the reasonable belief that they are entitled to do so.

- E.** "Custom equipment" means equipment, furnishings and parts in or upon any auto, other than:

1. Original manufacturer equipment, furnishings, or parts; or



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2. Any replacement of original manufacturer equipment, furnishings or parts with other equipment, furnishings or parts of like kind and quality.

"Custom equipment" includes but is not limited to:

1. Special carpeting or insulation;
2. Furniture or bars;
3. Height-extending roofs;
4. Body, engine, exhaust or suspension enhancers;
5. Winches, or anti-roll or anti-sway bars;
6. Custom grilles, louvers, side pipes, hood scoops or spoilers;
7. Custom wheels, tires or spinners;
8. Custom chrome, murals, paint work, decals or other graphics;
9. Caps, covers or bedliners;
10. Snowplows;
11. Handicap accessible modifications; or
12. Electronic equipment that reproduces, receives or transmits audio, visual or data signals which is permanently installed in the auto using bolts or brackets, including slide-out brackets.

#### **TRANSPORTATION EXPENSES**

In addition, we will pay up to \$20 per day, to a maximum of \$600 for transportation expenses incurred by you. This applies only in the event of the total theft of "your covered auto" or a "non-owned auto". We will pay only transportation expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.

#### **EXCLUSIONS**

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" while used:
  - a. To carry persons or property for a fee or compensation. This includes, but is not limited to, any period of time "your covered auto" or any "non-owned auto" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle; or
  - b. On a regular basis for retail or wholesale delivery, including but not limited to pizza, magazine, newspaper, and mail delivery.

Exclusion (1.a.) does not apply to vehicles used in shared-expense car pools or while the vehicle is used in the course of volunteer work for a tax-exempt organization.

2. Damage due and confined to:
  - a. Wear and tear;
  - b. Freezing;
  - c. Mechanical or electrical breakdown or failure; or
  - d. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".

3. Loss due to or as a consequence of:
  - a. Radioactive contamination;



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- b.** Discharge of any nuclear weapon (even if accidental);
  - c.** War (declared or undeclared);
  - d.** Civil war;
  - e.** Insurrection; or
  - f.** Rebellion or revolution.
- 4.** Loss to "your covered auto":
  - a.** While rented or leased to others;
  - b.** If under any type of conveyance of ownership including but not limited to a conditional sale, contract for sale, or rent to own, regardless of whether title has been transferred to others; or
  - c.** Enrolled in a personal vehicle sharing program under the terms of a written agreement and being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".
- 5.** Loss to "your covered auto" or any "non-owned auto" due to diminution in value.
- 6.** Loss to any vehicle which occurs:
  - a.** While it is being used on a temporary or permanent basis, for the transportation of, or in exchange for, any illegal substance, or in connection with any criminal trade or transaction by:
    - (1)** You;
    - (2)** A "family member"; or
    - (3)** Anyone else with your knowledge or permission; or
  - b.** Due to confiscation of "your covered auto" by any law enforcement agency because of "your covered auto's" use in such activities.
- 7.** Loss to:
  - a.** A "trailer", camper body, or motor home, which is not shown in the Declarations; or
  - b.** Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
    - (1)** Cooking, dining, plumbing or refrigeration facilities;
    - (2)** Awnings or cabanas; or
    - (3)** Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion **(7.)** does not apply to a:

  - a.** "Trailer", and its facilities or equipment, which you do not own; or
  - b.** "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
    - (1)** Acquire during the policy period; and
    - (2)** Ask us to insure within 30 days after you become the owner.
- 8.** Loss to any "non-owned auto" which you or a "family member":
  - a.** Uses without reasonable belief of being entitled to do so;
  - b.** Has stolen; or
  - c.** Knows to be stolen.

You or a "family member" shall not be held to have a reasonable belief of being entitled to operate a "non-owned auto" if that person's license has been suspended, revoked, or never issued.



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This exclusion does not apply to the use of "your covered auto" by:

- a. You;
  - b. A "family member"; or
  - c. A business partner, employee, or agent of you or a "family member".
9. Loss to equipment designed or used for the detection or location of radar or laser.
10. Loss to any "custom equipment" in or upon "your covered auto" or any "non-owned auto".

This Exclusion **(10.)** does not apply to the amount shown in the Declarations for "custom equipment" in or upon "your covered auto".

11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
- a. Selling;
  - b. Repairing;
  - c. Servicing;
  - d. Storing; or
  - e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

12. Loss to "your covered auto" or any "non-owned auto":
- a. While used in an organized or prearranged competitive event, including but not limited to:
    - (1) Racing contest or event;
    - (2) Speed contest or event; or
    - (3) In practice or preparation for any racing or speed contest or event.
  - b. While used in "performance testing" that is done on a closed road, or a race track, or a testing facility environment where the "insured" is not competing.
13. Loss to, or loss of use of, a "non-owned auto" rented by:
- a. You; or
  - b. Any "family member";
- if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.
14. Loss caused intentionally by or at the direction of you or a "family member", including willful acts the result of which that person knows or ought to know will follow from their conduct.

#### **LIMIT OF LIABILITY**

- A. Our limit of liability per occurrence will be the lesser of the:
- 1. Actual cash value of the stolen or damaged property; or
  - 2. Amount necessary to repair or replace the property with other property of like kind and quality.

In determining the amount necessary to repair damaged property, our estimate will be based on:

- a. The prevailing competitive labor rates charged in the area where the property is to be repaired, as determined by us; and



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b. The cost of repair or replacement parts and equipment which may be new, refurbished, restored, or used, including, but not limited to:

- (1) Original manufacturer parts or equipment; and
- (2) Nonoriginal manufacturer parts or equipment.

However, the most we will pay for loss to:

1. Any "non-owned auto" which is a "trailer" is \$1,500.
  2. "Custom equipment" in or upon "your covered auto" is the amount shown in the Declarations. Coverage for "custom equipment" shall not cause our limit of liability to be increased to an amount in excess of the actual cash value of "your covered auto", including its "custom equipment".
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
1. Deductions for betterment apply only to parts normally subject to repair and replacement during the useful life of the insured motor vehicle.
  2. Such deductions shall be limited to the lesser of an amount equal to the proportion that the expired life of the part to be repaired or replaced bears to the normal useful life of that part, or the amount which the resale value of the vehicle is increased by the repair or replacement.
  3. Calculations for betterment, depreciation, physical condition and normal useful life must be included in our claim file.

#### **PAYMENT OF LOSS**

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property, we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property if required by law.

#### **NO BENEFIT TO BAILEE**

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

#### **OTHER SOURCES OF RECOVERY**

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance; or
3. Any other source of recovery applicable to the loss.

#### **APPRAISAL**

If you and we fail to agree on the amount of the loss to "your covered auto", either party may make a written demand that the amount of the loss to "your covered auto" be determined by appraisal. If either party makes a demand for appraisal, then each party will select and pay a single, competent, disinterested appraiser, and each party will notify the other of their



appraiser's identity within 20 days of the request for appraisal. Within 20 days of selection, the appraisers shall each determine the amount of the loss to "your covered auto". Within 10 days of our receipt of the appraisers' written agreement, we will pay you the agreed-upon amount for the loss to "your covered auto".

If the appraisers are not able to agree upon an amount, then as soon as practical, but no later than 20 days after the submission of their written reports, the two appraisers will select a competent, impartial appraiser who shall be the umpire. If the two appraisers cannot agree on an umpire within 20 days after submission of their written reports, you or we may petition a court of competent jurisdiction, in the county and state of the named insured's address listed on the Declarations, to appoint a competent, impartial umpire. Immediate, written notice of the petition must be given to the other party.

The appraisers will submit their written reports to the umpire within 10 days of the selection of the umpire. In their reports, the appraisers will state the amount of the loss to "your covered auto". Neither you nor we, nor any representative of either, may discuss any aspect of the claim with the umpire prior to the issuance of the umpire's written report. The umpire will issue a written report setting the amount we will pay you for the loss to "your covered auto" within 20 days of receiving the appraisers' reports. The umpire's written report setting the amount of the loss to "your covered auto" must be agreed upon and signed by the umpire and at least one appraiser. The umpire's written report shall then be binding on both you and us.

All compensation, costs, fees or other expenses associated with or charged by the umpire will be shared equally by you and us. Any compensation, costs, fees or other expenses associated with that of an appraiser, expert witness or attorney will be borne and paid by the party who hires them. Neither we nor you waive any of the other rights, terms and conditions or obligations under this policy by requesting an appraisal.

#### **LOSS PAYABLE CLAUSE**

This clause applies to the Other than "collision" and "Collision" coverages provided by this policy. It protects the loss payee named in the policy Declarations.

Payment for loss will be made according to the interest of the named insured and the loss payee. At our option, payment may be made to both jointly, or to either separately. Either way, we will protect the interests of both.

Protection under this clause does not apply:

**A.** In any case of:

1. Fraud;
2. Misrepresentation, either in the application process, or in the presentation of the claim;
3. Material omission;
4. Conversion;
5. Embezzlement; or
6. Secretion;

committed by or at the direction of you or a "family member".

**B.** Where the loss is otherwise not covered under the terms of this policy.

We will not notify the loss payee each time you renew this policy, and we may cancel this policy according to the terms.

The loss payee shall notify us upon learning of any change in ownership of the vehicle.

To the extent of payment to the loss payee, we will be entitled to the loss payee's rights of recovery. We will do nothing to impair the right of the loss payee to recover the full amount of its claim.



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If we become obligated to reimburse a loss payee under this coverage due to your failure to meet the policy requirements or through your failing to make your premium payments, we have the right to recover from you any money we pay.

#### **PART E — DUTIES AFTER AN ACCIDENT OR LOSS**

We have no duty to provide coverage under this policy if the person seeking coverage fails to comply with the following duties:

- A.** We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B.** A person seeking any coverage must:
  - 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
  - 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
  - 3. Submit to a recorded interview and/or examination under oath as often as reasonably requested by us, while not in the presence of any other "insured" or person making a claim for any coverage under this policy, at a time and place designated by us before an individual or individuals chosen by us.
  - 4. If injured, submit to examinations by company-selected physicians as often as the company reasonably requires. The injured person must grant us authority, at our request, to obtain copies of all wage and medical, dental or other health care provider records.
  - 5. Submit a proof of loss when required by us.
  - 6. Provide access to any data and/or records, from any source and/or recorded by any method or means, that we reasonably request for use in the evaluation or defense of any claim or suit and permit us to make copies of such data or records.
  - 7. Preserve any tangible property or evidence as long as we request.
  - 8. Permit us to inspect and appraise the damaged property before its repair or disposal.
- C.** A person seeking Uninsured Motorists Coverage must also:
  - 1. Promptly notify the police if a hit-and-run driver is involved.
  - 2. Promptly send us copies of the legal papers if a suit is brought.
- D.** A person seeking Coverage For Damage To Your Auto must also:
  - 1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
  - 2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.

#### **PART F — GENERAL PROVISIONS**

##### **BANKRUPTCY**

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

##### **CHANGES**

- A.** This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B.** The "insured" has a duty to notify us as soon as possible of any change which may affect the premium or the risk under this policy. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy





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term that may result in a premium increase or decrease include, but are not limited to, changes in:

1. The number, type or use classification of insured vehicles;
2. Operators using insured vehicles;
3. The place of principal garaging of insured vehicles; or
4. Coverage, deductible or limits.

If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

**C.** If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (**C.**) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of your policy; or
2. An Amendatory Endorsement.

**D.** Any terms of this policy which may be in conflict with statutes of the state in which the policy is issued are hereby amended to conform.

**E.** A waiver of any part or condition of this policy must be in writing by us to be valid.

#### **FRAUD AND MISREPRESENTATION**

**A.** This policy was issued in reliance on the information you provided at the time of your application for insurance coverage. We may void this policy, deny coverage under this policy, or, at our election, assert any other remedy available under applicable law, if you, or any "insured" person seeking coverage under this policy, knowingly, or unknowingly concealed, misrepresented or omitted any material fact or engaged in fraudulent conduct at the time the application was made or at any time during the policy period.

**B.** We may void this policy, deny coverage for an accident or loss, or at our election, assert any other remedy available under applicable law, if any "insured" person or any other person seeking coverage under this policy has knowingly or unknowingly concealed or misrepresented any material fact or engaged in fraudulent conduct in connection with the filing or settlement of any claim.

**C.** If we void this policy, this shall not affect the liability coverage of this policy up to the minimum limits required by the financial responsibility law of the state in which the policy is written, if we have certified your policy as proof of financial responsibility to the registrar of motor vehicles of the state in which the policy is written, and if the accident occurs before we notify the named insured that the policy is void. If we void this policy, you must reimburse us if we make a payment.

**D.** No person or organization who engages in fraudulent conduct in connection with the application process, an accident or filing a claim, or engages in any material misrepresentation regarding the issuance of this policy shall be entitled to receive any payment under this policy at any time.

#### **LEGAL ACTION AGAINST US**

**A.** No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part **A.**, no legal action may be brought against us until:

1. We agree in writing that the "insured" has an obligation to pay; or
2. The amount of that obligation has been finally determined by judgment after trial.



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- B.** No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

#### **OUR RIGHT TO RECOVER PAYMENT**

- A.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

However, our rights in this Paragraph **(A.)** do not apply under Part **D**, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

- B.** If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

#### **POLICY PERIOD AND TERRITORY**

- A.** This policy applies only to accidents and losses which occur:

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

- B.** The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

All coverages except Uninsured Motorists apply to accidents and losses in Mexico, if within 25 miles of the United States boundary. We will base the amount of any Comprehensive or Collision loss in Mexico on cost at the nearest United States point.

NOTE: You may need to buy auto insurance from a Mexican insurance company — regardless of coverage provided by this policy — before driving in Mexico. Otherwise, you may be subject to jail detention, auto impoundment, and other legal complications in case of an accident.

#### **TERMINATION**

##### **A. Cancellation**

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written or oral notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
  - a. At least 10 days notice:
    - (1) If cancellation is for nonpayment of premium; or
    - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
  - b. At least 30 days notice in all other cases.



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3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - b. If your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered auto"; has been suspended or revoked. This must have occurred:
      - (1) During the policy period; or
      - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
  - c. If the policy was obtained through material misrepresentation.

#### **B. Nonrenewal**

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

#### **C. Automatic Termination**

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

#### **D. Other Termination Provisions**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

#### **ASSIGNABILITY**

No interest in this policy can be transferred without our written consent. However, if the named insured dies, coverage will stay in force for the rest of the policy period for:

1. Anyone having proper temporary custody of "your covered auto"; and
2. The appointed legal representative.



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## **TWO OR MORE AUTO POLICIES**

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

## **OPTIONAL PAYMENT OF PREMIUM IN INSTALLMENTS**

The premium for this policy may be paid in installments, under terms and conditions approved where required by the Department of Insurance. For each separate installment payment there may be an installment service charge.

## **RENEWAL**

This policy is written for the period of time shown in the Declarations. We will renew it for successive policy periods, subject to the following conditions:

- A.** Renewal will be in accordance with policy forms, rules, rates or fees and rating plans in use by us at the time.
- B.** All premiums, premium installment payments, and fees must be paid when due, whether payable directly to us or through a premium finance plan.
- C.** Prior to the expiration of a policy term for which premium has been paid, we will mail a notice to the first named insured for the premium required to renew or maintain the policy in effect. We will mail this notice to the address last known to us.

## **DIVIDENDS**

The first named insured is entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in this policy.

## **NON-SUFFICIENT FUNDS AND LATE PAYMENT CHARGES**

The company reserves the right to impose a fee for any premium payment that is unable to be processed due to non-sufficient funds, or if there are non-sufficient funds in an account that is being utilized for electronic funds transfer (EFT) payments, or if the premium is not paid by the due date. This is under the terms and conditions approved where required by the Department of Insurance.

If the initial premium payment for this policy is unable to be processed due to non-sufficient funds as indicated above, we reserve the right to void the policy back to the date of inception. When we void the policy, we will not be liable for any claims which occurred during the policy period. This includes any claims reported to us prior to receiving notice of the non-sufficient funds payment.

## **APPLICABLE CONTRACT LAW**

The contract law of the state where the policy was issued governs the interpretation of this contract, except for the Mutual Policy Conditions and Proxy, which shall be governed by the insuring company's state of domicile.

## **INTEREST RATE**

If a court determines that interest on judgment, decree, or order for the payment of money is required by law on amounts due and payable under the policy to an "insured", or if it is otherwise determined by us that you are entitled to interest on a payment from us, it will be paid at a rate of two percent per annum, unless another rate is required by law.

## **JOINT AND INDIVIDUAL INTERESTS**

If there is more than one person who is a named insured as shown in the Declarations for this policy, any such person may cancel or change this policy. Such action will be binding on any "insured".



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## **BENEFITS**

Subject to applicable eligibility rules, it is agreed that "Nationwide," or an organization which "Nationwide" has contracted with for this purpose, may:

1. Provide "participants" the opportunity to obtain benefits, such as memberships, merchandise, services, seminars, coupons, points, vouchers, gift cards or other things; or,
2. Make charitable contributions in recognition of "participants"; and
3. Modify or discontinue Benefits at any time without notice.

The following terms, as defined, are applicable to Benefits:

1. "Participants" means you, or others related by blood, marriage or other legally recognized familial relationship living in the participant's household.
2. "Nationwide" means the company issuing this policy as listed in the Declarations and all affiliated companies.

## **MUTUAL POLICY CONDITIONS**

The following provisions are applicable only to policies issued by Nationwide Mutual Insurance Company or Nationwide Mutual Fire Insurance Company.

### **Nationwide Mutual Insurance Company**

**Mutual Policy Conditions** — If this policy is issued by Nationwide Mutual Insurance Company, the first named insured is a member of the Company while this policy or any other policy issued by the Company is in force. While a member, the first named insured is entitled to one vote only — regardless of the number of policies issued by the Company to the first named insured — either in person or by proxy at any meeting of the members of the Company.

The annual meeting of members of Nationwide Mutual Insurance Company will be held at the Company's home office in Columbus, Ohio, at 10:00 a.m. (Eastern) on the first Thursday of April. If the Board of Directors of the Company should elect to change the time or place of such meeting, the Company will mail notice of the change to the member at the address last known to it. The Company will mail this notice at least 10 days in advance of the meeting date.

**Proxy** — By accepting this policy, the member appoints the Chairman of the Board of Directors of the Company, with full power of substitution, to be the member's proxy, and such individual is thereby authorized and empowered to vote on behalf of the member on all matters presented for a vote at any meeting of the members of the Company. The proxy will continue in force for the full duration of this policy or any renewal thereof issued by the Company to the member. This proxy may be revoked at any time by providing written notice of such revocation to:

Secretary  
Nationwide  
Attention: Proxy Revocation  
One Nationwide Plaza  
Columbus, Ohio 43215

The member may also revoke this proxy in person at any meeting of the members by so announcing in the open meeting before any vote is taken or the proxy authority is exercised.

The proxy granted to the Chairman of the Board of Directors of the Company will be superseded by any other valid proxy filed with the Secretary of the Company in accordance with the Company's bylaws, a copy of which will be provided upon written request to the Secretary of the Company.



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### **Nationwide Mutual Fire Insurance Company**

**Mutual Policy Conditions** — If this policy is issued by Nationwide Mutual Fire Insurance Company, the first named insured is a member of the Company while this policy or any other policy issued by the Company is in force. While a member, the first named insured is entitled to one vote only — regardless of the number of policies issued by the Company to the first named insured — either in person or by proxy at any meeting of the members of the Company.

The annual meeting of members of Nationwide Mutual Fire Insurance Company will be held at the Company's home office in Columbus, Ohio, at 9:30 a.m. (Eastern) on the first Thursday of April. If the Board of Directors of the Company should elect to change the time or place of such meeting, the Company will mail notice of the change to the member at the address last known to it. The Company will mail this notice at least 10 days in advance of the meeting date.

**Proxy** — By accepting this policy, the member appoints the Chairman of the Board of Directors of the Company, with full power of substitution, to be the member's proxy, and such individual is thereby authorized and empowered to vote on behalf of the member on all matters presented for a vote at any meeting of the members of the Company. The proxy will continue in force for the full duration of this policy or any renewal thereof issued by the Company to the member. This proxy may be revoked at any time by providing written notice of such revocation to:

Secretary  
Nationwide  
Attention: Proxy Revocation  
One Nationwide Plaza  
Columbus, Ohio 43215

The member may also revoke this proxy in person at any meeting of the members by so announcing in the open meeting before any vote is taken or the proxy authority is exercised.

The proxy granted to the Chairman of the Board of Directors of the Company will be superseded by any other valid proxy filed with the Secretary of the Company in accordance with the Company's bylaws, a copy of which will be provided upon written request to the Secretary of the Company.

This policy is non-assessable, meaning it is not subject to any assessment beyond the premiums required for each policy term.



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**IN WITNESS WHEREOF:** The company listed in the Declarations has caused this policy to be signed and countersigned as may be required by a duly authorized representative of the company.

**President**

ALLIED Property and Casualty Insurance Company  
AMCO Insurance Company  
Colonial County Mutual Insurance Company  
Harleysville Insurance Company of New Jersey  
Nationwide Affinity Insurance Company of America  
Nationwide Assurance Company  
Nationwide General Insurance Company  
Nationwide Insurance Company of America  
Nationwide Mutual Fire Insurance Company  
Nationwide Mutual Insurance Company  
Nationwide Property and Casualty Insurance Company  
Titan Insurance Company

**Secretary**

ALLIED Property and Casualty Insurance Company  
AMCO Insurance Company  
Colonial County Mutual Insurance Company  
Crestbrook Insurance Company  
Depositors Insurance Company  
Harleysville Insurance Company of New Jersey  
Nationwide Affinity Insurance Company of America  
Nationwide Agribusiness Insurance Company  
Nationwide Assurance Company  
Nationwide General Insurance Company  
Nationwide Insurance Company of America  
Nationwide Mutual Fire Insurance Company  
Nationwide Mutual Insurance Company  
Nationwide Property and Casualty Insurance Company  
Titan Insurance Company

**President**

Depositors Insurance Company

**President**

Nationwide Agribusiness Insurance Company

**President**

Crestbrook Insurance Company



## ROADSIDE ASSISTANCE COVERAGE

Coverage is subject to all terms and conditions of the policy, including **PART D — COVERAGE FOR DAMAGE TO YOUR AUTO**, except as changed by this endorsement.

### DEFINITIONS

- A. "Roadside assistance representative" means our contracted vendor that will provide roadside assistance of a disabled vehicle for you or any "family member".
- B. "Private passenger auto" means any of the following types of vehicles:
  - 1. Four-wheel automobile for private passenger use;
  - 2. Four-wheel van; or
  - 3. Pickup truck having either 4 or 6 wheels.

### INSURING AGREEMENT

#### ROADSIDE ASSISTANCE COVERAGE

In the event that "your covered auto" or any "private passenger auto" you or any "family member" are "occupying" becomes disabled:

- 1. Our "roadside assistance representative" will provide towing service; or
- 2. We will reimburse you for towing service;

to a location of your choice from the location of disablement subject to the mileage limit shown in the Declarations.

In addition, the following emergency roadside services are covered:

- A. Extraction if stuck on or immediately next to a public road;
- B. Delivery of supplies, including oil, water, other fluids and fuel;
- C. Service to the battery;
- D. Changing of flat tires; and
- E. Lockout service, up to \$100.

If any covered services are not performed by our "roadside assistance representative", we will only reimburse for reasonable and customary charges, as determined by us. Receipts for any of these services must be provided to us for consideration of payment.

This endorsement does not cover the cost of supplies, parts, tires, fluids other than two gallons of fuel, or any labor performed at a service or repair facility. A subsequent tow for the same disablement (including from a service station, garage, repair shop, or any other location) is also not covered.

#### TRIP INTERRUPTION EXPENSE

If you carry Roadside Assistance Plus coverage, as shown in the Declarations, we will repay you certain personal trip interruption expenses. Coverage will apply in the event any "private passenger auto" you or any "family member" are "occupying" becomes disabled at least 100 miles from your home residence. The expenses covered are:

- A. Meals (excluding alcohol) and lodging needed when the disablement causes a delay en route; and
- B. Commercial transportation fares for you or any "family member" to continue to the intended destination or home residence.

These expenses must be incurred between the time of disablement and arrival at your residence or destination or within 72 hours, whichever comes first. We will pay up to a maximum of \$500 for covered trip interruption expenses, based on your submitted receipts, not to exceed \$100 per day for dining and lodging.





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#### **LIMIT OF LIABILITY**

#### **LOSS SETTLEMENT**

**A.** If "your covered auto" is covered by us under **PART D — COVERAGE FOR DAMAGE TO YOUR AUTO**, and is disabled as a result of a covered loss, payment will be made under **PART D — COVERAGE FOR DAMAGE TO YOUR AUTO**. In the event the cost of damages and the tow of "your covered auto" are below your deductible, payment for the tow will be made under this endorsement.

**B.** No deductible applies to Roadside Assistance Coverage.

#### **OTHER INSURANCE**

Any coverage provided under this endorsement will be excess over any other insurance or other sources of recovery. However, if we provide coverage under any other endorsements attached to your policy, the coverage provided by this endorsement will be primary.

#### **DUPLICATE PAYMENT**

We will make no duplicate payment to or for any insured for the same element of loss.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.



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## **TOTAL LOSS DEDUCTIBLE WAIVER ENDORSEMENT**

Coverage is subject to all terms and conditions of the policy, including **PART D — COVERAGE FOR DAMAGE TO YOUR AUTO**, except as changed by this endorsement.

### **TOTAL LOSS DEDUCTIBLE WAIVER**

In the event of a total loss to "your covered auto" or any "non-owned auto", our payment will not be reduced by the deductible amount as shown in the Declarations.

This endorsement applies as stated in the Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

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## **RENTAL REIMBURSEMENT/TRANSPORTATION EXPENSES — RENTAL DAYS PLUS**

Coverage is subject to all terms and conditions of the policy, including **PART D — COVERAGE FOR DAMAGE TO YOUR AUTO**, except as changed by this endorsement.

### **DEFINITIONS**

- A.** "Collision Repair Service Program" means our current designated network of repair facilities that have agreed with us to provide guaranteed vehicle related repair services to our customers.
- B.** "Glass Program" means our designated vendors and/or network of glass repairers that have agreed with us to provide guaranteed vehicle glass services to our customers.
- C.** "Rental Program Provider" means our designated vendors or network of vendors that have agreed with us to provide rental vehicles to our customers.

### **INSURING AGREEMENT**

#### **COVERED EXPENSES are either:**

**A.** Rental Reimbursement/Transportation Expenses

- 1.** When there is a loss to one of "your covered autos" for which the Declarations indicates Rental Reimbursement/Transportation Expenses Coverage applies, we will reimburse you for expenses you incur to rent a substitute auto. This coverage applies only if:
  - a.** The auto cannot be operated due to a covered loss; or if your auto can be operated, when left at a shop for agreed repairs, and
  - b.** The loss is covered under **Part D** of this policy.

Our payment will be limited to that period of time reasonably required to repair or replace the auto. We will pay up to the amount shown in the Declarations as applicable to that vehicle.

- 2.** The **TRANSPORTATION EXPENSES** provision of **Part D** is replaced by the following:

In addition, we will pay up to the amount shown in the Declarations as applicable to that vehicle for transportation expenses incurred by you. This applies only in the event of the total theft of "your covered auto". We will pay only transportation expenses incurred during the period:

- a.** Beginning 48 hours after the theft; and
- b.** Ending when "your covered auto" is returned to use or we pay for its loss.

**B.** Rental Days Plus Auto Rental Expense

- 1.** When there is a loss to one of "your covered autos" for which the Declarations indicates Rental Reimbursement/Transportation Expenses Coverage applies, we will reimburse you for expenses you incur to rent a substitute auto. When you utilize Rental Days Plus auto rental expense coverage, your maximum daily limit stated in the Declarations continues until your auto is repaired, including a reasonable time thereafter, if:
  - a.** The auto cannot be operated due to a covered loss; or if your auto can be operated, when left at a shop for agreed repairs, and
  - b.** The loss is covered under **Part D** of this policy, and
  - c.** You agree to use a repair facility and glass vendor, as applicable, that participates in our "Collision Repair Service Program" or our "Glass Program", and



- d. Use a rental vehicle provided by our "Rental Program Provider".

In the event "your covered auto" is determined to be a total loss after repairs have begun, coverage continues for a reasonable amount of time after a total loss settlement is agreed to, not to exceed 30 days after the offer of the total loss settlement.

When you use Rental Days Plus Auto Rental Expense we will reimburse any deductible, up to this endorsement's per accident limit stated in the Declarations, that you are required to pay us as a result of a covered loss that occurs while in a rental auto due to a covered Other than Collision or Collision loss.

2. The **TRANSPORTATION EXPENSES** provision of **Part D** is replaced by the following:

In addition, we will pay up to the amount shown in the Declarations as applicable to that vehicle for transportation expenses incurred by you. This applies only in the event of the total theft of "your covered auto". We will pay only transportation expenses incurred during the period:

- a. Beginning 48 hours after the theft; and
- b. Ending when "your covered auto" is returned to use or we pay for its loss.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.



## LOYALTY REWARDS

Coverage is subject to all terms and conditions of the policy, except as changed by this endorsement.

With this endorsement, the policy is amended to provide the following:

### **PET INJURY COLLISION COVERAGE**

If you have Collision coverage, as shown in the Declarations, we will reimburse you for reasonable expenses as determined by us, up to \$1,000 for injury or loss to your or a "family member's" dog or cat. The following expenses are covered:

- A.** Reasonable and necessary veterinary expenses, including medicines; and
- B.** The cost to replace your dog or cat (with a similar dog or cat), if injury results in death.

The most we will pay is \$1,000 per occurrence for all expenses regardless of the number of dogs and cats involved.

Coverage is subject to the following conditions:

- 1.** It applies only to a dog or cat owned by you or a "family member".
- 2.** It applies only if the dog or cat is injured while inside "your covered auto" at the time of a covered "collision" loss.
- 3.** Our obligation to pay for an injury under this coverage has no effect on any other policy that you have with us.

No deductible applies to any payment made under the Pet Injury Collision coverage.

### **CAR KEY REPLACEMENT COVERAGE**

If you have Other than "collision" coverage, as shown in the Declarations, we will reimburse you for reasonable expense incurred to replace the key or electronic entry device for "your covered auto" and for the services to gain entry into "your covered auto".

The most we will pay is \$400 per occurrence for all expenses.

Coverage is subject to the following conditions:

- A.** The key or electronic entry device for "your covered auto" is lost, stolen, disabled or locked in "your covered auto" and you are unable to enter "your covered auto".
- B.** Original copies of receipts for services must be submitted before reimbursement is payable.

No deductible applies to any payments made under the Car Key Replacement coverage.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.



## SPECIAL PROVISIONS — MISSOURI

Coverage is subject to all terms and conditions of the policy except as changed by this endorsement.

### DEFINITIONS

The following is added to the **DEFINITIONS** section:

"Personal vehicle sharing program" means a service provided by a legal entity qualified to do business in Missouri engaged in the business of facilitating the transfer of private passenger motor vehicles between a vehicle owner and any person other than the vehicle owner for compensation.

### PART A — LIABILITY COVERAGE

#### INSURING AGREEMENT

Paragraph **A.** is replaced by the following:

- A.** We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements unless required by law. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

The following is added to paragraph **B.:**

- 6.** Any "family member":
- a.** Who does not own an auto, for the maintenance or use of any auto or "trailer".
  - b.** Who owns an auto, but only for the use of "your covered auto".

#### SUPPLEMENTARY PAYMENTS

The following is added:

- 6.** Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay our limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.

#### EXCLUSIONS

Exclusion **A.3.** is replaced by the following:

We do not provide Liability Coverage for any "insured":

- 3.** For "property damage" to property:

- a.** Rented to;
  - b.** Used by; or
  - c.** In the care of
- that "insured".

This exclusion (**A.3.**) does not apply to "property damage" to:

- a.** A residence or private garage; or
- b.** Any motor vehicle loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing or servicing motor vehicles while such vehicle is being used by any "insured":
  - (1)** For demonstration purposes; or
  - (2)** As a temporary substitute for any vehicle you own which is out of normal use because of its breakdown, repair or servicing.



The following paragraph is added to Exclusion **A.11.c.**:

This exclusion applies to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.

The following paragraph is added to Exclusion **A.12.**:

This exclusion applies the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.

The **OTHER INSURANCE AND SOURCES OF RECOVERY** provision is replaced by the following:

**OTHER INSURANCE AND SOURCES OF RECOVERY**

- A.** In any loss involving the use of "your covered auto", we will be liable for only our share of the loss if there is other collectible liability insurance. Our share is our proportion of the total insurance limits for the loss.
- B.** For losses not involving "your covered auto", our coverage is excess over any other collectible:
  - 1. Insurance providing coverage on a primary basis;
  - 2. Self-insurance;
  - 3. Proceeds from a governmental entity; or
  - 4. Sources of recovery.

If more than one policy issued by us or a company affiliated with us applies on an excess basis to the same loss, we will pay only up to the highest limit of any one of them.

**PART B — MEDICAL PAYMENTS COVERAGE**

**EXCLUSIONS**

The following exclusion is added:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying", or when struck by, "your covered auto" while:

- 1. Enrolled in a "personal vehicle sharing program" under the terms of a written agreement; and
- 2. Being used in connection with such "personal vehicle sharing program" by anyone other than you or any "family member".

**LIMIT OF LIABILITY**

Paragraph **B.1.** is replaced by the following:

- 1. Part **A** of this policy; or

The **OTHER INSURANCE** provision is replaced by the following:

**OTHER INSURANCE**

If there is other applicable auto medical payments insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other primary collectible auto insurance providing payments for medical or funeral expenses.

**PART D — COVERAGE FOR DAMAGE TO YOUR AUTO**

**INSURING AGREEMENT**

The following is added to paragraph **D.**:



However, "non-owned auto" does not include any vehicle loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing or servicing motor vehicles while such vehicle is being used by any "insured":

1. For demonstration purposes; or
2. As a temporary substitute for a vehicle you own which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair; or
  - c. Servicing.

#### **EXCLUSIONS**

Exclusion **14.** is replaced by the following:

- 14.** Loss caused intentionally by or at the direction of you or a "family member" including willful acts the result of which the person knows or ought to know will follow from their conduct.

However, this exclusion (**14.**) will not apply to deny payment to an innocent co-"insured" victim of domestic violation when such coverage would otherwise be excluded under this provision if the "insured":

- a. Files a police report; and
- b. Completes a sworn affidavit for the insurer that indicates both:
  - (1) The cause of the loss; and
  - (2) A pledge to cooperate in any criminal prosecution of the person committing the act causing the loss. We will provide coverage to an innocent co-"insured" victim of domestic abuse to the extent of that "insured's" interest in the property when the damage is proximately related to and in furtherance of domestic abuse. We retain all rights set forth in the **OUR RIGHTS TO RECOVER PAYMENT** provision with regard to action against the perpetrator of the act that caused the "property damage".

The following exclusion is added:

We will not pay for:

Loss to, or loss of use of, a "non-owned auto" used by:

- a. You; or
- b. Any "family member"

in connection with a "personal vehicle sharing program" if the provisions of such a "personal vehicle sharing program" preclude the recovery of such loss or loss of use, from you or that "family member", or if otherwise precluded by any state law.

#### **PAYMENT OF LOSS**

The following paragraph is added to the **PAYMENT OF LOSS** provision:

In the event of a total loss, our payment will not include an amount for sales tax for the damaged or stolen property; however, we will provide you with a certification, as described in MO. REV.STAT.§144.027.

The **APPRAISAL** provision is replaced by the following:

#### **APPRAISAL**

If you and we fail to agree on the amount of the loss, then an appraisal of the loss may be made. However, both parties must agree to the appraisal. In this event, each party will select and pay a single, competent, disinterested appraiser, and each party will notify the other of





their appraiser's identity within 20 days of the request for appraisal. Within 20 days of selection, the appraisers shall each determine the amount of the loss to "your covered auto". Within 10 days of receipt of the appraisers' written agreement, we will pay you the agreed upon amount for the loss to "your covered auto".

If the appraisers are not able to agree upon an amount, then as soon as practical, but no later than 20 days after the submission of their written reports, the two appraisers will select a competent, impartial appraiser who shall be the umpire. If the two appraisers cannot agree on an umpire within 20 days after submission of their written reports, you or we may petition a court of competent jurisdiction, in the county and state of the named insured's address listed on the Declarations, to appoint a competent, impartial umpire. Immediate written notice of the petition must be given to the other party.

The appraisers will submit their written reports to the umpire within 10 days of the selection of the umpire. In their reports, the appraisers will state the amount of the loss to "your covered auto". Neither you nor we, nor any representative of either, may discuss any aspect of the claim with the umpire prior to the issuance of the umpire's written report. The umpire will issue a written report setting the amount we will pay you for the loss to "your covered auto" within 20 days of receiving the appraisers' reports. The umpire's written report setting the amount of the loss to "your covered auto" must be agreed upon and signed by the umpire and at least one appraiser. The umpire's written report shall then be binding on both you and us.

All compensation, costs, fees or other expenses associated with or charged by the umpire will be shared equally by you and us. Any compensation costs, fees or other expenses associated with that of an appraiser, expert witness or attorney will be borne and paid by the party who hires them. Neither we nor you waive any of the other rights, terms and conditions or obligations under this policy by requesting an appraisal.

## **PART F — GENERAL PROVISIONS**

### **FRAUD AND MISREPRESENTATION**

The **FRAUD AND MISREPRESENTATION** provision is replaced by the following:

- A.** This policy was issued in reliance on the information you provided at the time of your application for insurance coverage. We may void this policy, deny coverage under this policy, or, at our election, assert any other remedy available under applicable law, if you, or any "insured" person seeking coverage under this policy, knowingly concealed, misrepresented or omitted any material fact or engaged in fraudulent conduct at the time the application was made or at any time during the policy period.
- B.** We may void this policy, deny coverage for an accident or loss, or at our election, assert any other remedy available under applicable law, if any "insured" person or any other person seeking coverage under this policy has knowingly concealed or misrepresented any material fact or engaged in fraudulent conduct in connection with the filing or settlement of any claim.
- C.** If we void this policy, this shall not affect the liability coverage of this policy up to the minimum limits required by the financial responsibility law of the state in which the policy is written, if we have certified your policy as proof of financial responsibility to the registrar of motor vehicles of the state in which the policy is written, and if the accident occurs before we notify the named insured that the policy is void. If we void this policy, you must reimburse us if we make a payment.
- D.** No person or organization who engages in fraudulent conduct in connection with the application process, an accident or filing a claim, or engages in any material misrepresentation regarding the issuance of this policy shall be entitled to receive any payment under this policy at any time.



## OUR RIGHT TO RECOVER PAYMENT

Paragraph **A.** of the **OUR RIGHT TO RECOVER PAYMENT** provision does not apply to Part **B** — **MEDICAL PAYMENTS COVERAGE.**

## TERMINATION

Paragraph **A. Cancellation** is replaced by the following:

### A. Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us written or oral notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address last known by us:
  - a. At least 10 days' notice:
    - (1) If cancellation is for nonpayment of premium; or
    - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
  - b. At least 30 days' notice by United States Postal Service certificate of mailing, first-class mail using Intelligent Mail barcode (IMb) or another mail tracking method used, approved or accepted by the United States Postal Service in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - b. If your driver's license has been suspended or revoked. This must have occurred:
    - (1) During the policy period; or
    - (2) Since the last anniversary of the original effective date if the policy period is other than one year.

However, in the event more than one person is a named insured shown in the Declarations and only one named person's driver license has been suspended or revoked, we:

- (1) May not cancel this policy; but
- (2) May issue an exclusion providing that coverage will not be afforded to that named person under the terms of this policy while that person is operating "your covered auto" during any period of suspension or revocation.

Paragraph **B. Nonrenewal** is replaced by the following:

### B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice by United States Postal Service certificate of mailing, first-class mail using Intelligent Mail barcode (IMb) or another mail tracking method used, approved or accepted by the United States Postal Service to the named insured shown in the Declarations at the address last known by us. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than six months, we will have the right not to renew or continue this policy every six months, beginning six months after its original effective date.
2. Six months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.



3. One year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

The following provision is added:

**Missouri Property And Casualty Insurance Guaranty Association Coverage Limitations**

Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association) the Association will pay claims covered under the Act if we become insolvent.

The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:

1. Claims covered by the Association do not include a claim by or against you if you have a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year, or the December 31st of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.
2. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- a. Pay an amount in excess of the applicable limit of liability of the policy from which a claim arises; or
- b. Return any unearned premium in excess of \$25,000.

The claims covered by the Association are subject to the limitations of coverage provided by the Act. These limitations have no effect on the coverage we will provide under this policy.

**MUTUAL POLICY CONDITIONS**

The **MUTUAL POLICY CONDITIONS** provision is replaced by the following:

The following provisions are applicable only to policies issued by Nationwide Mutual Insurance Company or Nationwide Mutual Fire Insurance Company:

**Nationwide Mutual Insurance Company (Mutual Policy Conditions)** — If this policy is issued by Nationwide Mutual Insurance Company, the first named insured is a member of the Company while this policy or any other policy issued by the Company is in force. While a member, the first named insured is entitled to one vote only — regardless of the number of policies issued by the Company to the first named insured — either in person or by proxy at any meeting of the members of the Company.

The annual meeting of members of Nationwide Mutual Insurance Company will be held at the Company's home office in Columbus, Ohio at 10:00 a.m. (Eastern) on the first Thursday of April. If the Board of Directors of the Company should elect to change the time or place of such meeting, the Company will mail notice of the change to the member at the address last known to it. The Company will mail this notice at least 10 days in advance of the meeting date.

**Nationwide Mutual Fire Insurance Company (Mutual Policy Conditions)** — If this policy is issued by Nationwide Mutual Fire Insurance Company, the first named insured is a member of the Company while this policy or any other policy issued by the Company is in force. While a member, the first named insured is entitled to one vote only — regardless of the number of policies issued by the Company to the first named insured — either in person or by proxy at any meeting of the members of the Company.



The annual meeting of members of Nationwide Mutual Insurance Company will be held at the Company's home office in Columbus, Ohio at 9:30 a.m. (Eastern) on the first Thursday of April. If the Board of Directors of the Company should elect to change the time or place of such meeting, the Company will mail notice of the change to the member at the address last known to it. The Company will mail this notice at least 10 days in advance of the meeting date.

The following provision is added:

**HOME AND CAR SPECIAL DEDUCTIBLE**

When you have in effect a Homeowner, Condominium or Tenant ("Property") policy issued by an affiliated company of Nationwide Mutual Insurance Company that covers your "residence premises" as defined in the Property policy, and the Property policy includes Home and Car Special Deductible provision, the following will apply:

- A.** If the same occurrence results in a covered loss to "your covered auto(s)" and to property covered under your Property policy, the largest deductible applicable shall apply once to all covered losses, subject to waiver or reimbursement of lower deductible(s).
  - 1.** For purposes of this provision, if the deductible you selected for "your covered auto" or your Property policy is reduced by other applicable policy provisions or endorsements, the reduced deductible applies as the deductible for "your covered auto" or your Property policy.
  - 2.** If one or more deductibles are waived by other applicable policy provisions or endorsements, the largest of the remaining deductibles will apply as stated in **A.** above.
- B.** This provision applies only if the total amount of covered loss or damage to "your covered auto(s)" and to property covered under your Property policy exceeds the largest of the applicable deductibles and a loss payment is issued under the Personal Auto policy and the Property policy.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.



## UNINSURED MOTORISTS COVERAGE — MISSOURI

Coverage is subject to all terms and conditions of the policy except as changed by this endorsement.

### **PART C — UNINSURED MOTORISTS COVERAGE**

Part **C** is replaced by the following:

#### **INSURING AGREEMENT**

**A.** We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an "accident".

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

No judgment for damages arising out of a suit brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:

1. Received reasonable and timely notice of the pendency of the suit resulting in the judgment; and
2. Had a reasonable opportunity to protect our interests in the suit.

**B.** "Accident" as used in this Part includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

**C.** "Insured" as used in this Part means:

1. You.
2. Any "family member" who does not own an auto.
3. Any "family member" who owns an auto, but only while "occupying" "your covered auto".
4. Any other person "occupying" "your covered auto".
5. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in **1.**, **2.**, **3.** or **4.** above.

**D.** "Uninsured motor vehicle" means a land motor vehicle or "trailer" of any type:

1. To which no bodily injury liability bond or policy applies at the time of the "accident".
2. To which a bodily injury liability bond or policy applies at the time of the "accident". In this case, its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of Missouri.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an "accident" resulting in "bodily injury" without hitting:
  - a. You or any "family member";
  - b. A vehicle which you or any "family member" is "occupying"; or
  - c. "Your covered auto".

If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved. We may request supporting evidence other than the testimony of a person making a claim under this or any similar coverage to support the validity of such claim.

4. To which a bodily injury liability bond or policy applies at the time of the "accident" but the bonding or insuring company:
  - a. Denies coverage; or



- b. Is or becomes insolvent within two years of the date of the "accident".

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member" to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

#### **EXCLUSIONS**

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:

1. By a "family member" who does not own an auto while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
2. While "occupying" any motor vehicle:
  - a. Used in an organized or prearranged competitive event, including but not limited to:
    - (1) Racing contest or event; or
    - (2) Speed contest or event; or
    - (3) In practice or preparation for any racing or speed contest or event.
  - b. Used in "performance testing" that is done on a closed road, or a race track, or a testing facility environment where the "insured" is not competing.

- B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.
2. While "occupying" "your covered auto" when it is being used:
  - a. To carry persons or property for a fee or compensation to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri. This includes, but is not limited to, any period of time that "insured" is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle; or
  - b. On a regular basis for retail or wholesale delivery, including, but not limited to, pizza, magazine, newspaper and mail delivery.

Exclusion **B.2.** does not apply to motor vehicles used in shared-expense car pools or while the vehicle is used in the course of volunteer work for a tax-exempt organization.

3. While using a motor vehicle:
  - a. Without a reasonable belief of being entitled to do so;
  - b. The "insured" has stolen; or
  - c. The "insured" knows to have been stolen.

An "insured" shall not be held to have a reasonable belief of being entitled to operate a motor vehicle if that person's license has been suspended, revoked or never issued.

This exclusion does not apply to the use of "your covered auto" by:



- a. You;
  - b. A "family member"; or
  - c. A business partner, employee or agent of you or a "family member".
4. While "occupying", or when struck by, "your covered auto" while:
- a. Enrolled in a "personal vehicle sharing program" under the terms of a written agreement; and
  - b. Being used in connection with such "personal vehicle sharing program" by anyone other than you or any "family member".

This Exclusion (**B.4.**) applies only to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.

5. While "occupying" a vehicle owned by a:
- a. Named insured shown in the Declarations, if that vehicle is not the vehicle insured under this policy; or
  - b. Resident "family member", if that vehicle is not the vehicle insured under this policy. However, the named insured shown in the Declarations and that person's spouse and children are extended coverage while occupying a resident "family member's" vehicle, provided that the motor vehicle is not owned by the first named insured or that person's spouse.

This Exclusion (**B.5.**) applies only to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.

- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
- 1. Workers' compensation law; or
  - 2. Disability benefits law.
- D. We do not provide Uninsured Motorists Coverage for any of the following:
- 1. Judgments;
  - 2. Costs;
  - 3. Attorney fees; or
  - 4. Claims
- punitive or exemplary damages.

#### **LIMIT OF LIABILITY**

- A. If "bodily injury" is sustained in an "accident" by you or any "family member":
- 1. Our limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any such "accident" is the single each person Limit of Liability shown in the Declarations for Uninsured Motorists Coverage, plus the minimum limits of liability required by the Financial Responsibility Law for each person for each additional vehicle scheduled on the Declarations.
  - 2. Subject to the limit for each person described in **A.1.** above, our limit of liability for all damages arising out of "bodily injury" resulting from any one "accident" is a single each "accident" Limit of Liability shown in the Declarations, plus each accident minimum limits of liability required by the Financial Responsibility Law for each additional vehicle scheduled on the Declarations.
  - 3. Subject to the limits of liability set forth in **A.1.** and **A.2.** above:





- a. The most we will pay for "bodily injury" sustained in such "accident" by an "insured" other than you or any "family member" is that "insured's" pro rata share of the each person or each "accident" Limit Of Liability shown in the Declarations applicable to the vehicle that "insured" was "occupying" at the time of the "accident"; and
- b. You or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the each person or each "accident" limit described in **3.a.** above.

A person's pro rata share shall be the proportion that that person's damages bears to the total damages sustained by all "insureds".

The limit of liability is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the "accident".

The limits of liability cannot be increased by adding together, combining or stacking coverages between vehicles, coverages or policies. This limitation applies after the minimum limits for each person and each accident required by the Financial Responsibility Law, as set forth in **A.1.** and **A.2.** above have been satisfied.

- B.** If "bodily injury" is sustained by any "insured" other than you or any "family member" in an "accident" in which neither you nor any "family member" sustained "bodily injury":
1. The Limit Of Liability shown in the Declarations for each person for Uninsured Motorists Coverage applicable to the "your covered auto" the "insured" was "occupying" at the time of the "accident" is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any such "accident".
  2. Subject to this maximum limit for each person described in **B.1.** above, the Limit Of Liability shown in the Declarations for each "accident" for Uninsured Motorists Coverage applicable to the "your covered auto" the "insured" was "occupying" at the time of the "accident" is our maximum limit of liability for all damages for "bodily injury" resulting from any such "accident".

This is the most we will pay regardless of the number of:

1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the "accident".
- C.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** of this policy; or
  2. Any Underinsured Motorists Coverage provided by this policy.
- D.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part **A** but does not include any amounts paid or payable under:
1. Part **B**; or
  2. Any workers' compensation law, disability benefits law or similar law.





## OTHER INSURANCE

If there is other applicable insurance similar to the insurance provided under this Part of the policy, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

1. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.
2. If an "insured" other than you or a "family member" is a named insured or an insured household member for uninsured motorists coverage under another policy, our coverage is excess to any such coverage.

Our coverage will apply only in the amount by which the limit of coverage under this policy exceeds the limit of coverage of the policy or policies under which such insured is a named insured or insured household member.

## PART F — GENERAL PROVISIONS

The **TWO OR MORE AUTO POLICIES** provision is replaced by the following:

### TWO OR MORE AUTO POLICIES

1. This provision does not apply to **UNINSURED MOTORISTS COVERAGE**.
2. No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorists Coverage.

Refer to the Limits of Liability section of the Uninsured Motorists Coverage endorsement for Uninsured Motorist Coverage Limits of Liability.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.



## UNDERINSURED MOTORISTS COVERAGE — MISSOURI

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

### INSURING AGREEMENT

**A.** We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle".

We will pay under this coverage only if **1.** or **2.** below applies:

1. The limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
  - a. Have been given prompt written or timely notice of such tentative settlement; and
  - b. Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

**B.** "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in **1.** or **2.** above.

**C.** "Underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the limit of liability for this coverage.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Missouri.
2. Owned by or furnished or available for the regular use of you or any "family member".
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not upon public roads.
6. While located for use as a residence or premises.
7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Is or becomes insolvent.



## EXCLUSIONS

- A.** We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:
1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a "trailer" of any type used with that vehicle.
  2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
  3. While "occupying" any motor vehicle:
    - a. Used in an organized or prearranged competitive event, including but not limited to:
      - (1) Racing contest or event; or
      - (2) Speed contest or event; or
      - (3) In practice or preparation for any racing or speed contest or event.
    - b. Used in "performance testing" that is done on a closed road, or a race track, or a testing facility environment where the "insured" is not competing.
- B.** We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":
1. While "occupying" "your covered auto" when it is being used:
    - a. To carry persons or property for a fee or compensation. This includes, but is not limited to, any period of time that "insured" is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle; or
    - b. On a regular basis for retail or wholesale delivery, including, but not limited to, pizza, magazine, newspaper and mail delivery.

Exclusion **B.1.** does not apply to motor vehicles used in shared-expense car pools or while the vehicle is used in the course of volunteer work for a tax-exempt organization.

2. While using a motor vehicle:
  - a. Without a reasonable belief of being entitled to do so;
  - b. The "insured" has stolen; or
  - c. The "insured" knows to have been stolen.

An "insured" shall not be held to have a reasonable belief of being entitled to operate a motor vehicle if that person's license has been suspended, revoked or never issued.

This exclusion does not apply to the use of "your covered auto" by:

- a. You;
  - b. A "family member"; or
  - c. A business partner, employee or agent of you or a "family member".
3. While "occupying", or when struck by, "your covered auto" while:
    - a. Enrolled in a "personal vehicle sharing program" under the terms of a written agreement; and
    - b. Being used in connection with such "personal vehicle sharing program" by anyone other than you or any "family member".
  4. While "occupying" a vehicle owned by a:
    - a. Named insured shown in the Declarations, if that vehicle is not the vehicle insured under this policy; or
    - b. Resident "family member", if that vehicle is not the vehicle insured under this policy. However, the first named insured shown in the Declarations and that person's



spouse and children are extended coverage while occupying a resident "family member's" vehicle, provided that the motor vehicle is not owned by the first named insured or that person's spouse.

- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
  2. Disability benefits law.
- D. We do not provide Underinsured Motorists Coverage for any of the following:
1. Judgments;
  2. Costs;
  3. Attorney fees; or
  4. Claims;
- punitive or exemplary damages.

#### **LIMIT OF LIABILITY**

- A. The Limit of Liability stated in the Declarations for Underinsured Motorist Coverage is for reference purposes only. Under no circumstances do we have a duty to pay you or any person entitled to Underinsured Motorists Coverage under this policy the entire Limits of Liability stated in the Declarations for this coverage. We will pay the difference between the Limit of Liability for this coverage and the reduction in coverages set in **INSURING AGREEMENT A.1.** and **A.2.** for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **A**, Part **B** or Part **C** of this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
  2. Disability benefits law.

#### **OTHER INSURANCE**

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Subject to all other provisions of this policy, including but not limited to:
  - a. Exclusion **A.** of this endorsement;
  - b. Paragraph **A.** of the **LIMIT OF LIABILITY** provision of this endorsement;
  - c. Paragraph **1.** of the **OTHER INSURANCE** provision of this endorsement; and



- d. The **TWO OR MORE AUTO POLICIES** provision of this policy;  
any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.
3. If an "insured" other than you or a "family member" is a named insured or an insured household member for underinsured motorists coverage under another policy, our coverage is excess to any such coverage. Our coverage will apply only in the amount by which the limit of coverage under this policy exceeds the limit of coverage of the policy or policies under which such insured is a named insured or insured household member.
4. If the coverage under this policy is provided:
- a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

#### **ADDITIONAL DUTIES**

A person seeking coverage under this endorsement must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

#### **PART F — GENERAL PROVISIONS**

The following is added to the **OUR RIGHT TO RECOVER PAYMENT** provision:

Our rights do not apply under Paragraph **A.** with respect to Underinsured Motorists Coverage if we:

1. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
2. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

1. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
2. We also have a right to recover the advanced payment.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.



# IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 2222-CC05133	
Plaintiff/Petitioner: ANGELA MARLETT	Plaintiff's/Petitioner's Attorney/Address DAVID KARL SIMKINS 500 NORTH BROADWAY SUITE 1550 ST. LOUIS, MO 63102	
vs.		
Defendant/Respondent: THE HERTZ CORPORATION	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	
Nature of Suit: CC Pers Injury-Vehicular	Please see the attached information for appearing via WebEx. WebEx connection information may also be found at <a href="http://www.stlcircuitcourt.com/">http://www.stlcircuitcourt.com/</a>	
		(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: THE HERTZ CORPORATION

Alias:

CT CORPORATION SYSTEM  
120 SOUTH CENTRAL AVENUE  
CLAYTON, MO 63105

**SPECIAL PROCESS SERVER**

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

\*\*\*Due to COVID19 challenges, virtual appearances by Webex.com are also required until further order of this Court. \*\*\*

If you have a disability requiring special assistance for your court appearance, please contact the court at least 48 hours in advance of scheduled hearing.

June 27, 2022

*Thomas Hoeyinger*

Date

Clerk

Further Information:

### Sheriff's or Server's Return

**Note to serving officer:** Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above Summons by: (check one)

- ☐ delivering a copy of the summons and petition to the defendant/respondent.
- ☐ leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with \_\_\_\_\_, a person at least 18 years of age residing therein.
- ☐ (for service on a corporation) delivering a copy of the summons and petition to: \_\_\_\_\_ (name) \_\_\_\_\_ (title).
- ☐ other: \_\_\_\_\_

Served at \_\_\_\_\_ (address)  
in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer: .

(Seal)

Subscribed and sworn to before me on \_\_\_\_\_ (date).

My commission expires: \_\_\_\_\_

Date

Notary Public

**Sheriff's Fees, if applicable**

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00 \_\_\_\_\_

Mileage \$ \_\_\_\_\_ (\_\_\_\_\_ miles @ \$.\_\_\_\_\_ per mile)

**Total** \$ \_\_\_\_\_

A copy of the summons and petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



# IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 2222-CC05133
Plaintiff/Petitioner: ANGELA MARLETT	Plaintiff's/Petitioner's Attorney/Address DAVID KARL SIMKINS 500 NORTH BROADWAY SUITE 1550 ST. LOUIS, MO 63102
Defendant/Respondent: THE HERTZ CORPORATION	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101
Nature of Suit: CC Pers Injury-Vehicular	Please see the attached information for appearing via WebEx. WebEx connection information may also be found at <a href="http://www.stlcircuitcourt.com/">http://www.stlcircuitcourt.com/</a>

(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: **NATIONWIDE MUTUAL INSURANCE COMPANY**

Alias:

DIRECTOR OF INSURANCE  
301 W HIGH STREET ROOM 530  
JEFFERSON CITY, MO 65101

**SPECIAL PROCESS SERVER**

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

\*\*\*Due to COVID19 challenges, virtual appearances by Webex.com are also required until further order of this Court.\*\*\*

If you have a disability requiring special assistance for your court appearance, please contact the court at least 48 hours in advance of scheduled hearing.

June 27, 2022

*Thomas Klappinger*

Date

Clerk

Further Information:

### Sheriff's or Server's Return

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I certify that I have served the above Summons by: (check one)

☐ delivering a copy of the summons and petition to the defendant/respondent.

☐ leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with \_\_\_\_\_, a person at least 18 years of age residing therein.

☐ (for service on a corporation) delivering a copy of the summons and petition to:

\_\_\_\_\_ (name) \_\_\_\_\_ (title).

☐ other: \_\_\_\_\_

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on \_\_\_\_\_ (date).

My commission expires: \_\_\_\_\_



Date

Notary Public

**Sheriff's Fees, if applicable**

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00 \_\_\_\_\_

Mileage \$ \_\_\_\_\_ (\_\_\_\_\_ miles @ \$.\_\_\_\_\_ per mile)

**Total** \$ \_\_\_\_\_

A copy of the summons and petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



# IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 2222-CC05133
Plaintiff/Petitioner: ANGELA MARLETT	Plaintiff's/Petitioner's Attorney/Address DAVID KARL SIMKINS 500 NORTH BROADWAY SUITE 1550 ST. LOUIS, MO 63102
Defendant/Respondent: THE HERTZ CORPORATION	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101
Nature of Suit: CC Pers Injury-Vehicular	Please see the attached information for appearing via WebEx. WebEx connection information may also be found at <a href="http://www.stlcircuitcourt.com/">http://www.stlcircuitcourt.com/</a>

(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: ACE AMERICAN INSURANCE COMPANY

Alias:

DIRECTOR OF INSURANCE  
301 W HIGH STREET ROOM 530  
JEFFERSON CITY, MO 65101

**SPECIAL PROCESS SERVER**

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

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June 27, 2022

Date

Clerk

Further Information:

### Sheriff's or Server's Return

**Note to serving officer:** Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above Summons by: (check one)

- ☐ delivering a copy of the summons and petition to the defendant/respondent.
- ☐ leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with \_\_\_\_\_, a person at least 18 years of age residing therein.
- ☐ (for service on a corporation) delivering a copy of the summons and petition to: \_\_\_\_\_ (name) \_\_\_\_\_ (title).
- ☐ other: \_\_\_\_\_

Served at \_\_\_\_\_ (address)  
in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires: \_\_\_\_\_

Date

Notary Public

**Sheriff's Fees, if applicable**

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00 \_\_\_\_\_

Mileage \$ \_\_\_\_\_ (\_\_\_\_\_ miles @ \$.\_\_\_\_\_ per mile)

**Total** \$ \_\_\_\_\_

A copy of the summons and petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

In the  
**CIRCUIT COURT**  
 City of St. Louis, Missouri



For File Stamp Only

Angela Marlett  
 Plaintiff/Petitioner

6/27/2022  
 Date

vs.

The Hertz Corporation, et. al.  
 Defendant/Respondent

Case number

Division

## REQUEST FOR APPOINTMENT OF PROCESS SERVER

Comes now Angela Marlett, pursuant  
 Requesting Party

to Local Rule 14, requests the appointment by the Circuit Clerk of  
 Mark B. Smith- Markell & Associates, Inc. 2300 West Port Plaza Drive, Suite 202, 314-469-5555

Name of Process Server Address Telephone

Name of Process Server Address Telephone

Name of Process Server Address Telephone

to serve the summons and petition in this cause on the below named parties.

**SERVE:**  
 Nationwide Mutual Insurance Co. - Director of Ins  
 Name  
 301 West High Street, Room 530  
 Address  
 Jefferson City, MO 65101  
 City/State/Zip

**SERVE:**

Name  
 Address  
 City/State/Zip

Appointed as requested:  
**TOM KLOEPPINGER**, Circuit Clerk

By \_\_\_\_\_  
 Deputy Clerk

Date

**SERVE:**

Name  
 Address  
 City/State/Zip

**SERVE:**

Name  
 Address  
 City/State/Zip

Dave Simkins  
 Attorney/Plaintiff/Petitioner  
 44509  
 Bar No.  
 200 South Hanley Road, Suite 1070  
 Address  
 314-621-2005  
 Phone No.

## **RULE 14 SPECIAL PROCESS SERVERS**

1. Any person appointed by the Court or the Circuit Clerk to serve process must have a license issued pursuant to this rule to serve process.
2. Licenses to serve process shall be issued by the Sheriff of the City of St. Louis if the applicant has met the following qualifications:
  - a. Is twenty-one years of age or older;
  - b. Has a high school diploma or an equivalent level of education;
  - c. Has insurance coverage for any errors or omissions occurring in the service of process;
  - d. Has not been convicted, pleaded guilty to or been found guilty of any felony, or of any misdemeanor involving moral turpitude; and,
  - e. Has passed a training course for the service of process which shall be administered by the Sheriff of the City of St. Louis.
3. Each applicant for a process server license under the provisions of this rule shall provide an affidavit setting forth such person's legal name, current address, any other occupations and current telephone numbers. Licensed process servers shall immediately notify the Sheriff of the City of St. Louis of any change in the above information, and the failure to do so shall constitute good cause for the revocation of such person's license.
4. The Sheriff of the City of St. Louis shall maintain a list of persons licensed to serve process pursuant to this rule, and shall make such list available to litigants upon request.
5. A photo identification card designed by the Sheriff of the City of St. Louis shall be issued in addition to the license. No other identification will be allowed. All licenses must be signed and approved by the Sheriff of the City of St. Louis and the Presiding Judge or his designee.
6. A license fee recommended by the Sheriff and approved by the Court En Banc shall be charged to cover the costs of compiling and maintaining the list of process servers and for the training of such process servers. The license fees shall be made payable to the Sheriff of the City of St. Louis.

7. A license for service of process issued under this rule may be revoked by the Sheriff with the approval of the Presiding Judge or his designee, for any of the following reasons:

- a. Misrepresentation of duty or authority;
- b. Conviction, guilty plea or finding of guilty of any state or federal felony, or a misdemeanor involving moral turpitude;
- c. Improper use of the license;
- d. Making a false return; or
- e. Any other good cause.

Provided, no service of process made by an appointed process server with a revoked license shall be void if the Court or Circuit Clerk made the appointment in good faith without knowledge of the license revocation.

8. Any person authorized to serve process may carry a concealed firearm as allowed by Section 506.145, RSMo, only while actually engaged in the service of process and only if the person has passed a firearms qualification test approved by a law enforcement agency; provided, however, that any licensed special process server may file a written waiver of the right to carry a concealed firearm and thereby avoid the requirements of firearm training and testing. Any violation of this section shall be considered beyond the scope of the privilege to carry a concealed weapon that is granted by the appointment, and shall constitute good cause for the revocation of the license.
9. Applications for the appointment of a special process server shall be made on forms available in the offices of the Sheriff and Circuit Clerk. Orders Appointing special process servers may list more than one licensed server as alternatives.
10. The licenses granted pursuant to this rule shall be good for two years. Each person granted a license shall be required to reapply at the expiration of the license and shall be required to provide all the information required in the initial application, including a current police record check.

(Approved 9/28/92; amended 11/23/92; 5/31/95; 12/17/07)

In the  
**CIRCUIT COURT**  
 City of St. Louis, Missouri



For File Stamp Only

Angela Marlett  
 Plaintiff/Petitioner

6/27/2022  
 Date

vs.

The Hertz Corporation, et. al.  
 Defendant/Respondent

Case number

Division

## REQUEST FOR APPOINTMENT OF PROCESS SERVER

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 Requesting Party

to Local Rule 14, requests the appointment by the Circuit Clerk of  
 Mark B. Smith- Markell & Associates, Inc. 2300 West Port Plaza Drive, Suite 202, 314-469-5555

Name of Process Server Address Telephone

Name of Process Server Address Telephone

Name of Process Server Address Telephone

to serve the summons and petition in this cause on the below named parties.

SERVE:  
 The Hertz Corporation - CT Corporation System

Name  
 120 South Central Avenue

Address  
 Clayton, MO 63105

City/State/Zip

SERVE:

Name

Address

City/State/Zip

Appointed as requested:  
**TOM KLOEPPINGER**, Circuit Clerk

By \_\_\_\_\_  
 Deputy Clerk

Date

SERVE:

Name

Address

City/State/Zip

SERVE:

Name

Address

City/State/Zip

Dave Simkins

Attorney/Plaintiff/Petitioner  
 44509

Bar No.  
 200 South Hanley Road, Suite 1070

Address  
 314-621-2005

Phone No.

## **RULE 14 SPECIAL PROCESS SERVERS**

1. Any person appointed by the Court or the Circuit Clerk to serve process must have a license issued pursuant to this rule to serve process.
2. Licenses to serve process shall be issued by the Sheriff of the City of St. Louis if the applicant has met the following qualifications:
  - a. Is twenty-one years of age or older;
  - b. Has a high school diploma or an equivalent level of education;
  - c. Has insurance coverage for any errors or omissions occurring in the service of process;
  - d. Has not been convicted, pleaded guilty to or been found guilty of any felony, or of any misdemeanor involving moral turpitude; and,
  - e. Has passed a training course for the service of process which shall be administered by the Sheriff of the City of St. Louis.
3. Each applicant for a process server license under the provisions of this rule shall provide an affidavit setting forth such person's legal name, current address, any other occupations and current telephone numbers. Licensed process servers shall immediately notify the Sheriff of the City of St. Louis of any change in the above information, and the failure to do so shall constitute good cause for the revocation of such person's license.
4. The Sheriff of the City of St. Louis shall maintain a list of persons licensed to serve process pursuant to this rule, and shall make such list available to litigants upon request.
5. A photo identification card designed by the Sheriff of the City of St. Louis shall be issued in addition to the license. No other identification will be allowed. All licenses must be signed and approved by the Sheriff of the City of St. Louis and the Presiding Judge or his designee.
6. A license fee recommended by the Sheriff and approved by the Court En Banc shall be charged to cover the costs of compiling and maintaining the list of process servers and for the training of such process servers. The license fees shall be made payable to the Sheriff of the City of St. Louis.



7. A license for service of process issued under this rule may be revoked by the Sheriff with the approval of the Presiding Judge or his designee, for any of the following reasons:

- a. Misrepresentation of duty or authority;
- b. Conviction, guilty plea or finding of guilty of any state or federal felony, or a misdemeanor involving moral turpitude;
- c. Improper use of the license;
- d. Making a false return; or
- e. Any other good cause.

Provided, no service of process made by an appointed process server with a revoked license shall be void if the Court or Circuit Clerk made the appointment in good faith without knowledge of the license revocation.

8. Any person authorized to serve process may carry a concealed firearm as allowed by Section 506.145, RSMo, only while actually engaged in the service of process and only if the person has passed a firearms qualification test approved by a law enforcement agency; provided, however, that any licensed special process server may file a written waiver of the right to carry a concealed firearm and thereby avoid the requirements of firearm training and testing. Any violation of this section shall be considered beyond the scope of the privilege to carry a concealed weapon that is granted by the appointment, and shall constitute good cause for the revocation of the license.
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10. The licenses granted pursuant to this rule shall be good for two years. Each person granted a license shall be required to reapply at the expiration of the license and shall be required to provide all the information required in the initial application, including a current police record check.

(Approved 9/28/92; amended 11/23/92; 5/31/95; 12/17/07)

In the  
**CIRCUIT COURT**  
 City of St. Louis, Missouri



For File Stamp Only

Angela Marlett  
 Plaintiff/Petitioner

6/27/2022  
 Date

vs.

The Hertz Corporation, et. al.  
 Defendant/Respondent

Case number

Division

## REQUEST FOR APPOINTMENT OF PROCESS SERVER

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to Local Rule 14, requests the appointment by the Circuit Clerk of  
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Name of Process Server Address Telephone

Name of Process Server Address Telephone

Name of Process Server Address Telephone

to serve the summons and petition in this cause on the below named parties.

### SERVE:

Ace American Insurance Company- Director of In  
 Name  
 301 West High Street, Room 530  
 Address  
 Jefferson City, MO 65101  
 City/State/Zip

### SERVE:

Name  
 Address  
 City/State/Zip

Appointed as requested:

**TOM KLOEPPINGER**, Circuit Clerk

By \_\_\_\_\_  
 Deputy Clerk

Date

### SERVE:

Name  
 Address  
 City/State/Zip

### SERVE:

Name  
 Address  
 City/State/Zip

Dave Simkins

Attorney/Plaintiff/Petitioner  
 44509

Bar No.  
 200 South Hanley Road, Suite 1070

Address  
 314-621-2005

Phone No.

## **RULE 14 SPECIAL PROCESS SERVERS**

1. Any person appointed by the Court or the Circuit Clerk to serve process must have a license issued pursuant to this rule to serve process.
2. Licenses to serve process shall be issued by the Sheriff of the City of St. Louis if the applicant has met the following qualifications:
  - a. Is twenty-one years of age or older;
  - b. Has a high school diploma or an equivalent level of education;
  - c. Has insurance coverage for any errors or omissions occurring in the service of process;
  - d. Has not been convicted, pleaded guilty to or been found guilty of any felony, or of any misdemeanor involving moral turpitude; and,
  - e. Has passed a training course for the service of process which shall be administered by the Sheriff of the City of St. Louis.
3. Each applicant for a process server license under the provisions of this rule shall provide an affidavit setting forth such person's legal name, current address, any other occupations and current telephone numbers. Licensed process servers shall immediately notify the Sheriff of the City of St. Louis of any change in the above information, and the failure to do so shall constitute good cause for the revocation of such person's license.
4. The Sheriff of the City of St. Louis shall maintain a list of persons licensed to serve process pursuant to this rule, and shall make such list available to litigants upon request.
5. A photo identification card designed by the Sheriff of the City of St. Louis shall be issued in addition to the license. No other identification will be allowed. All licenses must be signed and approved by the Sheriff of the City of St. Louis and the Presiding Judge or his designee.
6. A license fee recommended by the Sheriff and approved by the Court En Banc shall be charged to cover the costs of compiling and maintaining the list of process servers and for the training of such process servers. The license fees shall be made payable to the Sheriff of the City of St. Louis.

7. A license for service of process issued under this rule may be revoked by the Sheriff with the approval of the Presiding Judge or his designee, for any of the following reasons:

- a. Misrepresentation of duty or authority;
- b. Conviction, guilty plea or finding of guilty of any state or federal felony, or a misdemeanor involving moral turpitude;
- c. Improper use of the license;
- d. Making a false return; or
- e. Any other good cause.

Provided, no service of process made by an appointed process server with a revoked license shall be void if the Court or Circuit Clerk made the appointment in good faith without knowledge of the license revocation.

8. Any person authorized to serve process may carry a concealed firearm as allowed by Section 506.145, RSMo, only while actually engaged in the service of process and only if the person has passed a firearms qualification test approved by a law enforcement agency; provided, however, that any licensed special process server may file a written waiver of the right to carry a concealed firearm and thereby avoid the requirements of firearm training and testing. Any violation of this section shall be considered beyond the scope of the privilege to carry a concealed weapon that is granted by the appointment, and shall constitute good cause for the revocation of the license.
9. Applications for the appointment of a special process server shall be made on forms available in the offices of the Sheriff and Circuit Clerk. Orders Appointing special process servers may list more than one licensed server as alternatives.
10. The licenses granted pursuant to this rule shall be good for two years. Each person granted a license shall be required to reapply at the expiration of the license and shall be required to provide all the information required in the initial application, including a current police record check.

(Approved 9/28/92; amended 11/23/92; 5/31/95; 12/17/07)

# AFFIDAVIT OF RETURN OF SERVICE

COUNTY OF ST. LOUIS )

RE: ANGELA MARLETT v.  
THE HERTZ CORPORATION, et al.  
Circuit Court-City of St. Louis  
State of Missouri  
Case No. 2222-CC05133

Mark B. Smith, of Markell & Associates, Inc., being duly sworn upon his oath, states that he is over the age of 18 years; that he is a disinterested party to this action; that he served a copy of the attached Summons; Petition; and Exhibits A,B,C on defendant The Hertz Corporation c/o CT Corporation, Registered Agent, by personal service on Custodian Bonnie Love, at 120 S. Central Ave., Clayton, Missouri 63105 on June 30, 2022, 12:27 p.m.

MARKELL & ASSOCIATES, INC.

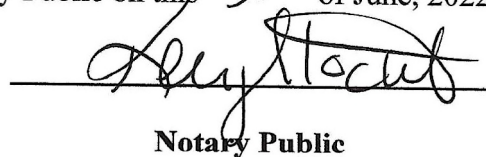
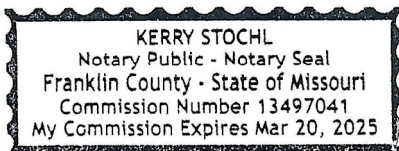


Mark B. Smith

Private Investigator  
State of Missouri  
License #2010019303

Private Detective  
State of Illinois  
License #115.001875

Subscribed to and sworn before me, a Notary Public on this 30<sup>th</sup> of June, 2022.

  
Notary Public





# IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 2222-CC05133
Plaintiff/Petitioner: ANGELA MARLETT	Plaintiff's/Petitioner's Attorney/Address DAVID KARL SIMKINS 500 NORTH BROADWAY SUITE 1550 ST. LOUIS, MO 63102
Defendant/Respondent: THE HERTZ CORPORATION	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101
Nature of Suit: CC Pers Injury-Vehicular	Please see the attached information for appearing via WebEx. WebEx connection information may also be found at <a href="http://www.stlcircuitcourt.com/">http://www.stlcircuitcourt.com/</a>

(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: THE HERTZ CORPORATION

Alias:

CT CORPORATION SYSTEM  
120 SOUTH CENTRAL AVENUE  
CLAYTON, MO 63105

**SPECIAL PROCESS SERVER**

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

\*\*\*Due to COVID19 challenges, virtual appearances by Webex.com are also required until further order of this Court.\*\*\*

If you have a disability requiring special assistance for your court appearance, please contact the court at least 48 hours in advance of scheduled hearing.

June 27, 2022

*Thomas Hopfinger*

Date

Clerk

Further Information:

### Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above Summons by: (check one)

- ☐ delivering a copy of the summons and petition to the defendant/respondent.
- ☐ leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with \_\_\_\_\_, a person at least 18 years of age residing therein.
- ☐ (for service on a corporation) delivering a copy of the summons and petition to: \_\_\_\_\_ (name) \_\_\_\_\_ (title).
- ☐ other: \_\_\_\_\_

Served at \_\_\_\_\_ (address)  
in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

(Seal)

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on \_\_\_\_\_ (date).

My commission expires: \_\_\_\_\_

**NOTICE AND ACKNOWLEDGMENT FOR  
SERVICE BY MAIL**

22<sup>nd</sup> Judicial Circuit Court for St. Louis City, Missouri  
Case Number: 2222-CC05133 - Division 6

Angela Marlett  
Plaintiff,

vs.

The Hertz Corporation, et. al.  
Defendants.

**NOTICE**

TO: Ace American Insurance Company, c/o Director of Insurance, 301 W. High Street, Room 530,  
Jefferson City, MO 65101.

The enclosed Summons and Petition are served pursuant to Missouri Supreme Court Rule 54.16.

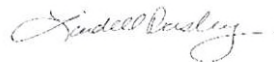
You may sign and date the acknowledgment part of this form and return one copy of the completed form  
to the sender within thirty days of June 29, 2022.

If you are served on behalf of a corporation, unincorporated association, including a partnership, or other  
entity, you must indicate under your signature your relationship to that entity. If you are served on behalf  
of another person and you are authorized to receive process, you must indicate under your signature your  
authority.

If you do not complete and return the form to the sender within thirty days, you or the party on whose  
behalf you are being served may be required to pay any expenses incurred in serving a summons and  
petition in any other manner permitted by law.

If you do complete and return this form, you or the party on whose behalf you are being served must  
answer the petition within thirty days of the date you sign the acknowledgment below. If you fail to do so,  
judgment by default may be taken against you for the relief demanded in the petition.

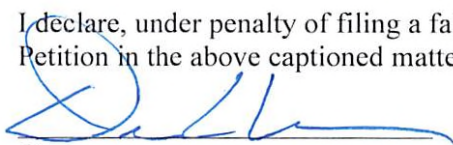
I DECLARE, UNDER PENALTY OF PERJURY, THAT THIS NOTICE WAS MAILED ON June 29,  
2022.



\_\_\_\_\_  
Lindell Presley

**ACKNOWLEDGMENT OF RECEIPT OF SUMMONS AND PETITION**

I declare, under penalty of filing a false affidavit, that I received a copy of the Summons and of the  
Petition in the above captioned matter.



Signature

EXECUTIVE ASSISTANT

Relationship to Entity/Authority

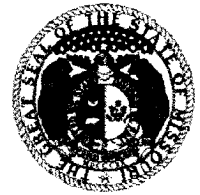
7/5/2022

Date Signed

RECEIVED  
JUL - 8 2022

BY: .....

Department of Commerce and Insurance



**TO:** Corporate Secretary (or United States Manager or Last Appointed General Agent) of

ACE AMERICAN INSURANCE COMPANY  
120 SOUTH CENTRAL AVENUE

CLAYTON, MO 63105

**RE:** Court: St. Louis City Circuit Court, Case Number: 2222-CC05133

FILED  
22ND JUDICIAL CIRCUIT  
CIRCUIT CLERK'S OFFICE  
22 JUL 25 AM 2:48

You will take notice that original process in the suit against you, a copy of which is attached hereto and sent to you by certified mail, was duly served upon you at Jefferson City, Missouri, by serving the same on the Director of the Department of Commerce and Insurance of the state of Missouri, Dated at Jefferson City, Missouri this Tuesday, July 5, 2022.

Director of Commerce and Insurance

AFFIDAVIT

State of Missouri,

ss.

County of Cole,

The undersigned Director of the Department of Commerce and Insurance or the Director's designated agent, hereby makes oath and certifies the original of the above notice to the above addressee was mailed at the United States Post Office in Jefferson City, Missouri on July 5, 2022 by first class certified mail prepaid as provided by section 375.906.5, RSMo. and Supreme Court Rule 54.15

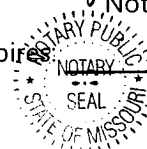
Director, Department of Commerce and Insurance

By:

Subscribed and sworn to before me this 5<sup>th</sup> day of July, 2022

Notary Public

My commission expires



KATHRYN LATIMER  
My Commission Expires  
March 4, 2024  
Cole County  
Commission #12418395



IN THE CIRCUIT COURT OF ST. LOUIS CITY  
STATE OF MISSOURI

ANGELA MARLETT,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Cause No. 2222-CC05133
	)	
THE HERTZ CORPORATION, ACE	)	
AMERICAN INSURANCE COMPANY,	)	
and NATIONWIDE MUTUAL	)	
INSURANCE CO.,	)	
	)	
Defendants.	)	

***ENTRY OF APPEARANCE***

COME NOW Steven J. Hughes and Hughes Lawyers, LLC and enter their appearance on behalf of defendant The Hertz Corporation.

/s/ Steven J. Hughes  
 Steven J. Hughes #38968  
 Joseph M. Hoffman #63760  
 Ryan Jurgiel #72869  
 HUGHES LAWYERS, LLC  
 Attorney for Defendants Hertz  
 1314 So. 18th Street  
 St. Louis, Missouri 63104  
 (314) 328-5770  
 Email: steve@hugheslawyersllc.com  
 Email: joe@hugheslawyersllc.com  
 Email: ryan@hugheslawyersllc.com

I, the undersigned, certify that the original pleading was signed by the attorney of record and a copy of the foregoing has been electronically served on all counsel of record via the Missouri eFiling System, or U.S. mail for parties not registered for the Missouri eFiling System, on this 1<sup>st</sup> day of August 2022: **Mr. David Simkins**, Attorney for Plaintiff, 200 S. Hanley Road, Suite 1070, St. Louis, Missouri 63105.

Under penalties of perjury as provided by law, I certify that the statements in this affidavit are true.

/s/ Steven J. Hughes

IN THE CIRCUIT COURT OF ST. LOUIS CITY  
STATE OF MISSOURI

ANGELA MARLETT,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Cause No. 2222-CC05133
	)	
THE HERTZ CORPORATION, ACE	)	
AMERICAN INSURANCE COMPANY,	)	
and NATIONWIDE MUTUAL	)	
INSURANCE CO.,	)	
	)	
Defendants.	)	

***DEFENDANT THE HERTZ CORPORATION'S SEPARATE  
ANSWER***

COMES NOW Defendant The Hertz Corporation, by and through the undersigned counsel, pursuant to the Missouri Supreme Court Rules, and for its Separate Answer and Affirmative Defenses to Plaintiff's Petition, states as follows:

**ALLEGATIONS COMMON TO ALL COUNTS**

1. This Defendant is without sufficient information to admit or deny and on that basis denies same.
2. Admit as to renting cars; denied as to "selling" or "providing" insurance.
3. This Defendant is without sufficient information to admit or deny and on that basis denies same.
4. This allegation is not directed at this Defendant and on that basis Defendant denies same.
5. Denied for vagueness and further denied that Plaintiff purchased insurance from this Defendant.
6. Denied.
7. This allegation is not directed at this Defendant and on that basis Defendant denies same.

8. This Defendant is without sufficient information to admit or deny and on that basis denies same and demands strict proof thereof.
9. This Defendant is without sufficient information to admit or deny and on that basis denies same.
10. This Defendant is without sufficient information to admit or deny and on that basis denies same.
11. Denied and this Defendant demands strict proof thereof.
12. Denied and this Defendant demands strict proof thereof.
13. Denied and this Defendant demands strict proof thereof.
14. Denied and this Defendant demands strict proof thereof.
15. Denied and this Defendant demands strict proof thereof.
16. Denied and this Defendant demands strict proof thereof, including subparts a-f.
17. Denied, including each sub-paragraph thereof.
18. Denied.
19. This allegation is not directed at this Defendant and on that basis Defendant denies same.
20. This Defendant is without sufficient information to admit or deny and on that basis denies same.
21. Denied and this Defendant demands strict proof thereof relating to Defendant Hertz. This Defendant is without sufficient information to admit or deny the remaining allegations and on that basis denies same.
22. Denied and this Defendant demands strict proof thereof relating to Defendant Hertz. This Defendant is without sufficient information to admit or deny the remaining allegations and on that basis denies same.

23. Denied and this Defendant demands strict proof thereof relating to Defendant Hertz. Further, this Defendant denies all of Plaintiff's allegations and demands strict factual proof thereof.
24. Denied as calling for an improper legal conclusion. Further, this Defendant denies all of Plaintiff's allegations and demands strict factual proof thereof.
25. Denied and this Defendant demands strict proof thereof relating to Defendant Hertz. Further, this Defendant denies all of Plaintiff's allegations and demands strict factual proof thereof.
26. Denied and this Defendant demands strict proof thereof relating to Defendant Hertz. Further, this Defendant denies all of Plaintiff's allegations and demands strict factual proof thereof.

## COUNT I

### **(Breach of Uninsured Motorist Policy v. Nationwide)**

27. This Defendant restates, realleges and incorporates its Answers to Paragraphs 1 through 26 of Plaintiff's Petition as though fully referenced herein.

This Defendant makes no answer to Count I, Paragraphs 27 through 33, of Plaintiff's Petition as Count I, Paragraphs 27-33, are not directed at this Defendant. However, to the extent that any of the allegations contained within Count I, Paragraphs 27 through 33, of Plaintiff's Petition can be construed as against this Defendant, this Defendant specifically denies those allegations herein.

## COUNT II

### **(Vexatious Refusal v. Nationwide)**

34. This Defendant restates, realleges and incorporates its Answers to Paragraphs 1 through 33 of Plaintiff's Petition as though fully referenced herein.

This Defendant makes no answer to Count II, Paragraphs 35 through 41, of Plaintiff's Petition as Count II, Paragraphs 35 through 41, are not directed at this Defendant. However, to the extent that any of the allegations contained within Count II, Paragraphs 35 through 41, of Plaintiff's Petition can be construed as against this Defendant, this Defendant specifically denies those allegations herein.

## COUNT III

### **(Breach of Contract v. Ace)**

42. This Defendant restates, realleges and incorporates its Answers to Paragraphs 1 through 41 of Plaintiff's Petition as though fully referenced herein.

This Defendant makes no answer to Count III, Paragraphs 43 through 48, of Plaintiff's Petition, as Count III, Paragraphs 43 through 48, of Plaintiff's Petition, are not directed at this Defendant. However, to the extent that any of the allegations contained within Count III, Paragraphs 43 through 48, of Plaintiff's Petition can be construed as against this Defendant, this Defendant specifically denies those allegations herein.

## COUNT IV

### **(Vexatious Refusal v. Ace)**

49. This Defendant restates, realleges and incorporates its Answers to Paragraphs 1 through 48 of Plaintiff's Petition as though fully referenced herein.

This Defendant makes no answer to Count IV, Paragraphs 50 through 56, of Plaintiff's Petition, as Count IV, Paragraphs 50 through 56, of Plaintiff's Petition, are not directed at this Defendant. However, to the extent that any of the allegations contained within Count IV, Paragraphs 50 through 56, of Plaintiff's Petition can be construed as against this Defendant, this Defendant specifically denies those allegations herein.

## COUNT V

### **(Breach of Contract v. Hertz)**

57. This Defendant restates, realleges and incorporates its Answers to Paragraphs 1 through 56 of Plaintiff's Petition as though fully referenced herein.
58. Denied as calling for an improper legal conclusion. Further, this Defendant demands sufficient proof of any such contract with Plaintiff.
59. Denied and this Defendant demands strict proof thereof. Further, this Defendant demands sufficient proof of any such contract with Plaintiff.
60. Denied as calling for an improper legal conclusion. Further, this Defendant demands sufficient proof of any such contract with Plaintiff.
61. Denied. Further, this Defendant demands sufficient proof of any such contract with Plaintiff.
62. Denied as calling for an improper legal conclusion. Further, this Defendant demands sufficient proof of any such contract with Plaintiff.
63. Denied. Further, this Defendant demands sufficient proof of any such contract with Plaintiff.

WHEREFORE, having fully answered Count V of Plaintiff's Petition, Defendant The Hertz Corporation respectfully requests that it be dismissed with its attorneys' fees and costs herein expended paid, and for any other relief as the Court deems just and proper.

**AFFIRMATIVE DEFENSES**

COMES NOW Defendant The Hertz Corporation, by and through the undersigned counsel, and for its Affirmative Defenses to Plaintiff's Petition, states as follows:

1. For further answer and affirmative defense, this Defendant denies each and every allegation of Plaintiff's Petition that is not specifically admitted herein.
2. For further answer and affirmative defense, this Defendant states that whatever injuries or damages the Plaintiff sustained on the occasion in question, and any injuries and damages sustained by Plaintiff as a result of the incident in question, were the direct and proximate result of Plaintiff's own carelessness and negligence including but not limited to Plaintiff's:
  - a. Failure to exercise the highest degree of care under the alleged circumstances;
  - b. Failure to keep a careful lookout;
  - c. Failure to stop and/or avoid the collision when she knew, or by the use of ordinary care, should have known, of a collision with sufficient time to have avoided the collision;
  - d. Failure to signal and warn the alleged "Phantom Driver" of Plaintiff's presence when Plaintiff had sufficient time to do so;
  - e. Failure to act as a reasonably careful and prudent person would under the same or similar circumstances; and
  - f. Other acts and/or omissions as the evidence may demonstrate.

3. For further answer and affirmative defense, this Defendant states that it is entitled to a credit or setoff in the amount of any prior judgment or settlement entered into by Plaintiff or others on her behalf arising out of the allegations set forth in her Petition.
4. For further answer and affirmative defense, this Defendant states that Plaintiff's Petition is deficient in that third-party "Phantom Driver's" actions at all relevant times satisfied the applicable standard of care.
5. For further answer and affirmative defense, this Defendant states that the sole proximate cause of any injury or damage suffered by Plaintiff was the conduct of third-parties not under the control of this Defendant, and thus and thereby, Plaintiff's Petition should be dismissed.
6. For further answer and affirmative defense, this Defendant states that if Plaintiff sustained any injury or damage, which is specifically denied herein, Plaintiff failed to mitigate her damages.
7. For further answer and affirmative defense, this Defendant states that Plaintiff's alleged injuries pre-dated the incident identified in Plaintiff's Petition.
8. Pursuant to Section 490.715, the actual cost of Plaintiff's medical care or treatment is the sum of money not to exceed the dollar amounts paid by or on behalf of Plaintiff plus any remaining dollar amount necessary to satisfy the financial obligation for medical care or treatment by a health care provider after adjustment for any contractual discounts, price reduction, or write-off by any person or entity.
9. For further answer and affirmative defense, and in the alternative, this Defendant states that the damages, if any, sustained by Plaintiff, were the sole proximate result of Plaintiff's



own fault and/or the direct result of her own comparative fault and carelessness, and thus and thereby, a judgment in her favor should be reduced by her own percentage of fault.

10. For further answer and affirmative defense, this Defendant hereby reserves the right to assert any affirmative defense that may arise pursuant to discovery and throughout the course of litigation of the Plaintiffs' claims.

WHEREFORE, having fully answered Plaintiff's Petition, Defendant The Hertz Corporation respectfully requests to be dismissed with its attorneys' fees and costs herein expended paid, and for such other relief as the Court deems just and proper.

/s/ Steven J. Hughes

Steven J. Hughes #38968

Joseph M. Hoffman #63760

Ryan Jurgiel #72869

HUGHES LAWYERS, LLC

Attorney for Defendant Hertz

1314 So. 18th Street

St. Louis, Missouri 63104

(314) 328-5770

Email: [steve@hugheslawyersllc.com](mailto:steve@hugheslawyersllc.com)

Email: [joe@hugheslawyersllc.com](mailto:joe@hugheslawyersllc.com)

Email: [ryan@hugheslawyersllc.com](mailto:ryan@hugheslawyersllc.com)

I, the undersigned, certify that the original pleading was signed by the attorney of record and a copy of the foregoing has been electronically served on all counsel of record via the Missouri eFiling System, or U.S. mail for parties not registered for the Missouri eFiling System, on this 1<sup>st</sup> day of August 2022: **Mr. David Simkins**, Attorney for Plaintiff, 200 S. Hanley Road, Suite 1070, St. Louis, Missouri 63105.

Under penalties of perjury as provided by law, I certify that the statements in this affidavit are true.

/s/ Steven J. Hughes

/  
August 1, 2022